A RATIONAL GAMING LAW .. .. p. 320
MORE ABOUT SUMMARY JUSTICE .. .. .. p. 321

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXV. No. 20 [PAGES 317 TO 334]. **Saturday, May 16, 1931.** PRICE 1s.

MEMORANDUMS AND ARTICLES OF ASSOCIATION.
(To accord with The Companies Act, 1929.)
FORM A—For Large Public Companies, 3s. 6d.
FORM B—For Small Public Companies, 2s. 6d.
FORM C—For Large Private Companies, 3s. 6d.
FORM D—For Small Private Companies, 2s. 6d.
The above draft forms are drawn, settled and revised from time to time by eminent Company Counsel. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to
JORDAN & SONS, LIMITED,
Company Registration Agents.
116-118 Chancery Lane, London, W.C.2.
City Branch—13, Broad Street Place, E.C.2.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept.: 3, ROBERT STREET, ADELPHI, W.C.2. Temple Bar 1611.
Medal Dept.: 39, CHARING X RD., W.C.2. Gerr. 7717.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

WILLIAM J. WILLIS
(A.M.I.M.E., F.C.S., M.I.S.I.)
Consulting Engineer and Valuer.
Staff of Specialists for Valuations of—
COLLIERIES, COKE OVEN AND BYE-PRODUCT PLANT, MINES, QUARRIES, CRUSHING PLANT, KILNS, IRON AND STEEL AND ENGINEERING WORKS.
Branches:
CARNFORTH, LANCASHIRE. Tel. 43 CARNFORTH.
Martin's Bank Chambers, Lancaster. ,, 638 LANCASTER.
County Hall, Beverley, Yorkshire. ,, 281 BEVERLEY.

REVERSIONARY INTEREST SOCIETY LTD. (ESTD. 1823).
EQUITABLE REVERSIONARY INTEREST SOCIETY, LTD. (ESTD. 1835).
The two Societies are under the same management at
19, COLEMAN STREET, LONDON, E.C.2.
Total Funds invested in Reversions purchased or in Loans upon them:
£1,800,000.
The Law Costs for Loans are regulated by Scale.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE and CO., Tottenham Court-road, London, W.1.

For
ADMINISTRATION
RECEIVERSHIP } BONDS
CUSTOMS
FIDELITY GUARANTEES
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

PATENTS, DESIGNS AND TRADE MARKS.
WHEATLEY & MACKENZIE
Consulting Engineers & Patent Agents,
40, CHANCERY LANE, LONDON, W.C.2.
Principal: MR. S. PERCIVAL. Established 1883.

ESTABLISHED 1782
THE
PHŒNIX
Assurance Company Ltd.
issues
BONDS to the COURTS
on behalf of
ADMINISTRATORS, RECEIVERS IN CHANCERY, TRUSTEES IN BANKRUPTCY, and under DEEDS OF ARRANGEMENT.
Every facility for granting cover in respect of Fire and other risks is offered by the "PHŒNIX."
APPLICATIONS FOR AGENCIES INVITED.
The "PHŒNIX" for ALL CLASSES OF INSURANCE
Head Office:
PHŒNIX HOUSE, KING WILLIAM STREET, LONDON, E.C.4.
Law Courts Branch:
187, FLEET STREET, E.C.4.

THE
GUARANTEE
SOCIETY LIMITED
THE OFFICE WHICH IN THE YEAR 1840 FOUNDED PUBLIC SURETYSHIP
Administration Bonds
ON FAVOURABLE TERMS.
Obligation to Private Sureties Avoided and the Interests of Beneficiaries Assured by a Perpetual Surety.
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
Telephone: Avenue 4071.
BRANCHES IN MOST PRINCIPAL TOWNS.
Court Bonds and Indemnities.

"'The Solicitors' Journal'—That Admirably Conducted Paper of the Profession."—*The Hon. Mr. Justice McCardie.*

THE SOLICITORS' JOURNAL

REVISED

Advertisement Rates.

APPOINTMENTS VACANT AND OTHER SMALL PRIVATE ADVERTISEMENTS.

30 words (or less) .. **6s. 0d.**
Per line after .. **1s. 0d.**
Appointments Wanted **5s. 0d.**

Registration and Postage of Replies sent to Box Number, **1s. 0d.**
ALL REPLIES ARE FORWARDED DAILY.

DISPLAYED ADVERTISEMENTS.

Front Cover **20s.** per Inch. (S.C.)
Other Pages from **12s.** to **15s.** per Inch. **£5** per Column.
Per Page, facing matter, **£16 16s.**
Other Pages, **£12 12s.**
Half Page and Quarter Page, *pro rata.*
Auctioneers' Announcements, **10s.** per inch (less 10%).
Auctioneers' Cards: Special rates according to length of series.
Public Notices, etc., **1s. 6d.** per line.
Information Required, Professional Announcements and Paragraph Advertisements, **2s.** per line.
SPECIAL TERMS FOR A SERIES.
RATES FOR SPECIAL NUMBERS BY AGREEMENT.
The Assistant Editor, The Solicitors' Journal, 29, Breams Buildings, E.C.4.
Telephone: Holborn 1853.

"TAXATION"

Edited by RONALD STAPLES

Is INDISPENSABLE to PRACTITIONERS

WHO DEAL WITH

INCOME TAX
DEATH DUTIES
LOCAL RATING

Send for a Specimen Copy (7d. post free) and PROVE THIS ASSERTION.

PRICE 6d. WEEKLY
Of all Newsagents.

Printed and Published for the Proprietors by Messrs. GEE & CO. (Publishers) Ltd., 6, Kirby Street, E.C.1.

3rd EDITION, 1931.

SOLICITORS' ACCOUNTS

By L. R. DICKSEE, M.Com., F.C.A.

Completely revised and brought up to date.
Numerous examples illustrate all transactions dealt with in the profession.

6/- NET. **6/3** POST FREE.

OBTAINABLE FROM

The City Library

(of Gee & Co. (Publishers) Ltd.),

41 MOORGATE, 41
LONDON, E.C.2.

Catalogues of all business books will be forwarded post free on request.

GEE & CO. (Publishers) Ltd., 8, Kirby Street, London, E.C.1.

IF YOU CONTROL PROPERTY

you should read

REAL ESTATE

The Paper for the Man of Property.

REAL ESTATE contains AUTHORITATIVE ARTICLES and NOTES ON ALL SUBJECTS bearing on the OWNERSHIP, MANAGEMENT and DEVELOPMENT of PROPERTY.

PRICE **6d.** WEEKLY.

Obtainable through all newsagents, or direct from the Publishers, Messrs. GEE & CO. (Publishers) Ltd., 8, Kirby Street, London, E.C.1, and THE CITY LIBRARY, 41, Moorgate, London, E.C.2.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXV. **Saturday, May 16, 1931.** No. 20

Current Topics: M.P.'s and their Disqualifications — No Freedom from Income Tax—The Irish Sweep: A New Defence — An Extraordinary Will—The Short Cause List—English Criminal Justice—Appeals and Time for Appealing — An almost Dead Letter — Special Conditions of Probation 317
Criminal Law and Practice 319
Workmen's Compensation 319
A Rational Gaming Law 320
More about Summary Justice .. 321
Simplifying Litigation 322
Preliminary Hearings *in camera* .. 323
Company Law and Practice 323
A Conveyancer's Diary 324
Landlord and Tenant Notebook .. 325
Our County Court Letter 325
In Lighter Vein 326
Points in Practice 327
Reviews 329
Books Received 329
Notes of Cases—
Stediford (Inspector of Taxes) *v.* Beloe 330
Golfing Amusements Limited *v.* Everard and Ellis 330
Widnes Foundry (1925), Ltd. *v.* Cellulose Acetate Silk Co., Ltd. .. 330
Nash *v.* Shepheard 331
Smith *v.* Smith 331
Obituary 331
Correspondence 332
Parliamentary News 332
Legal Notes and News 333
Court Papers 334
Stock Exchange Prices of certain Trustee Securities 334

Current Topics.

M.P.'s and their Disqualifications.

CRITICS ON the look-out for material wherewith to belittle the Mother of Parliaments must have enjoyed the proceedings at Westminster recently, when the House of Commons (Disqualification) Bill was hurried through all its stages in order to save dire consequences threatened to one member stated by the Solicitor-General to be "in a position of jeopardy" arising from the fact that his father let a house to the Post Office, which said house had descended to the son who had accepted rent for the same. It would seem that so portentous a contractual relationship with a Government Department was thought to be a possible infringement of the Acts of 1782 and 1801, passed to put an end to the grave scandals of contractors' profits prevailing in those days. The further awful possibility held out by the Solicitor-General that probably every Member of the House who had a telephone installation was liable to a penalty of £500 for every day he sat and voted, had so quickening an effect upon the activities of hon. Members that we are told the Bill was read a second time, passed through Committee without amendment, and read a third time *amidst cheers*! After all our legislators are but human!

No Freedom from Income Tax.

TESTATORS, AND particularly those who prefer to make their own wills without incurring the expense of professional assistance, a practice which often costs more in the long run, sometimes insert directions that income is to be paid to a particular beneficiary "free of income tax." If they stopped to reflect for a moment, they would realise that the income tax having already been deducted at the source, the only way of carrying out the intention is to pay the favoured beneficiary the amount of the tax deducted. The tax has to be paid by somebody, the question is by whom. In the case of an annuity to be paid free of tax, there is no difficulty, as the burden falls on the income of the residuary estate, which presumably is able to bear it, but in other cases a serious problem may arise. Recently EVE, J., had to decide on a summons which was a good instance of the trouble that may be caused by such a direction. A testator, by his home-made will, gave his residuary estate to trustees upon trust to divide the net income equally between his two daughters A and B during their lives, "but in the case of B free of income tax," and subject thereto for their respective children in equal shares. The question was how was B's income tax to be borne: was it to be paid by her sister, or to come out of capital? If A had to pay not only her own but her sister's tax the effect would be, with tax at the present rate of 4s. 6d. in the pound, that she would get little more than half the income of B, so that the direction to divide the income equally between them could not be carried into effect. EVE, J., said that he thought the best solution of the difficulty was to direct that the tax on B's share of income must come out of capital, there being no prohibition against so paying it in the will. The result would be that the capital would decrease, though at a rate diminishing with each successive year, but if the beneficiary lived long enough, her capital might vanish altogether. If the Chancellor of the Exchequer could have been a party to the proceedings, he would no doubt have argued that A, being probably better off, ought to pay B's income tax for her, or perhaps the trustees could pay it out of their own pockets—anything rather than sell capital to pay it; that would be killing the goose that lays the golden eggs. The case shows that income tax at the present rate is ceasing to be income tax, and becoming a capital levy. Many people who pay it out of income may find that later on they will have to sell capital in order to live.

The Irish Sweep: A New Defence.

MR. MEAD, sitting at the Marlborough Street Police Court recently, dismissed two summonses for selling tickets in the Irish Sweepstake, basing his decision on the cases of *Pointon* v. *Hill* (1884), 12 Q.B.D. 306, and *Mathers* v. *Penfold* [1915] 1 K.B. 514. He took the view that if in the case of begging it is necessary for conviction that the accused should have the "habit and mode of life of a beggar, as well as to have begged on the specific occasion charged, it is equally necessary that a person charged with selling a lottery ticket must have sold that ticket as part of a course of conduct. The person before the learned magistrate was apparently charged with an isolated act; this did not, in his opinion, bring him within the statute. It is understood that a case may be stated for the opinion of the High Court, and pending the decision whether an application shall be made or not, we refrain from comment upon this very interesting legal point.

An Extraordinary Will.

THE DOCUMENT which has just been admitted to probate as the will of Mr. G. F. BERNEY, a well-known solicitor, who was clerk to the justices in Wimbledon, must surely be one of the most remarkable at Somerset House. It is headed "My wishes," and, with considerable excision of irrelevant matter, might have been used as instructions for settling a will. One of the first sentences in it is "I have not been able to make a will," followed by "I am intestate." The case is not formally reported, and, if it is to be so, some note will, no doubt, be made of the testimonium and attestation. There could hardly be stronger internal evidence that the writing was not intended as a will than the above sentence, but if it was followed by a proper testimonium "Signed as and for his last will," etc., no doubt, on the ordinary canons of construction, the later words would prevail, and it might be assumed that between the beginning and the end of the document the writer of it had changed his mind. In *Whyte*

v. *Pollok* (1882), 7 A.C., a paper headed "Notes of Intended Settlement" was admitted to probate in Scotland, but, in the words of Lord SELBORNE (p. 409), it constituted "as perfect a testamentary disposition as I ever saw." These words certainly would not apply to Mr. BERNEY's will. A reference to devolution as on intestacy is, of course, fairly common, and occasionally there is deliberate abstention from the ordinary gift of residue, with the intention of relying on the statutory provision. A striking case was that of a millionaire a few years ago who left a will bequeathing a few hundred pounds in legacies. Possibly "I am intestate" might be construed as a gift of residue to the statutory next-of-kin, but, of course, the Probate Division is not concerned with the construction of the instrument. The testator continued: "If I had left a will it would have given a striking legacy to X, to whose inestimable ability and amazing energy," &c. Also, "I want my trustees to give a handsome present to Y and Z for their past services." Presumably the striking legacy and the handsome present could be about the size of a lump of chalk. In *Jubber* v. *Jubber* (1839), 9 Sim. 303, the testator gave a "handsome gratuity" to his executors, and the bequest was held void for uncertainty. The Press has often pointed out that lawyers make the oddest wills, and Mr. BERNEY has certainly done his best, or his worst, to establish that proposition.

The Short Cause List.

EVERYTHING THAT makes for expedition in the field of litigation is to be welcomed, if only to refute the old jibe about the law's delay, but care has to be taken that what seem to be short cuts may not prove to be very circuitous routes. The well-known procedure under order XIV was well intentioned, and has, indeed, proved in the majority of cases a real boon, but like many another good thing, it has not infrequently been misused. Only last week Lord Justice SCRUTTON was moved to protest against the too great readiness to put certain cases into the short cause list. As he pointed out, litigants whose cases are put in this list are given a precedence over other litigants which the facts may not warrant, and, secondly, and this was his main objection, many of the cases put in this list are not short causes at all. One instance he gave was that of a case where the trial lasted no less than two and a half days. Everyone will agree that such a case should not have been given the benefit of this procedure; and that was no mere isolated instance. Before acceding to an application to put a case in the short cause list, he said that those in authority should satisfy themselves, as far as they possibly can, that it is free from complications tending to lengthen the proceedings, and, further, he intimated that in his opinion no case should be put in this list which might involve an investigation into the professional conduct of a solicitor.

English Criminal Justice.

A THOUGHTFUL and exceedingly useful article on "Some Characteristics and Tendencies of English Criminal Justice" appeared in last month's "Minnesota Law Journal," from the pen of Mr. PENDLETON HOWARD, Professor of Law in the University of Idaho. This gentleman has had practical as well as academic experience, as he was at one time Assistant District Attorney for New York County. He spent the best part of twelve months in England making a thorough study of our system of criminal law and procedure. The results of his inquiry are embodied in articles in various University Journals and other legal publications, but we understand that his book will appear in the autumn. If, as we expect, it is up to the standard of his articles, it will be not only a volume of interest to Americans, but a useful book of reference in English libraries.

Appeals and Time for Appealing.

QUITE RECENTLY, after the hearing of an appeal in which one of the questions involved was whether it was competent owing to notice, as was alleged, not having been given in time, Lord Justice SCRUTTON, after intimating that the court would take time to consider its decision, said that in his opinion the rules on this subject were nothing less than a public scandal. If, with his wide experience, the Lord Justice can so declare, we may be sure that there is good ground for the comment. The guidance which solicitors obtain on such questions as whether a particular point is one of practice and procedure or not, and therefore, whether an appeal lies to the Divisional Court or to the Court of Appeal, or, again, whether a particular matter sought to be appealed is interlocutory or final, or, still again, whether the time for notice of appeal is fourteen days or longer, is of the most perplexing character, and consequently throws a heavy responsibility on those having to advise as to the proper procedure. Has not the time come when the rules on these questions should be overhauled and made clear so that he who runneth may read? At the same time the question might well be taken into consideration whether a large proportion of the appeals which now go in the first place to the Divisional Court should not go direct to the Court of Appeal, a step which would at once eliminate the difficulty of deciding, as now has to be done, which is the appropriate tribunal to entertain the appeal, and would moreover result in a considerable saving of expense. English procedural rules have always been too generous in the matter of allowing appeals.

An almost Dead Letter.

A RECENT answer in the House of Commons reveals that there have been 569 convictions under the Prevention of Corruption Act, 1906 (later strengthened by the Prevention of Corruption Act, 1916). The Attorney-General's fiat was granted in 783 cases and refused in fifty-two. The figures may be comforting to those who know but little of the way business is conducted. Gifts, varying from a dinner and a seat to see a play or a cup-final football match to substantial money payments, are constantly made and accepted by persons less concerned for the interests of their principals than for their own advantage. But the evidence is next to impossible to obtain. Many of those who might throw stones themselves live in glass-houses, and in any case the shrewd guess of disappointed rivals is of no use in a criminal prosecution. While human nature is what it is numerous people will be corrupt in a greater or less degree. It is one of the many matters of morals where law is helpless. The statute represents an aspiration. It catches a few offenders, usually not the worst, and frightens some others, the more timid, from offending. As an effective law it is but very low in the scale. The path of mankind through history is littered with well-meant laws representing the hopes of better men or the efforts of the altogether too good to make others moral by law.

Special Conditions of Probation.

THE HEADING of a newspaper report, "No Billiards for Two Years," referring to a case dealt with by the Wimbledon justices, puts the case a little high, as headlines are apt to do. The facts, as reported, were that two young men charged with larceny were placed on probation for two years, with a condition that they should not enter billiards halls during that time; so they are not necessarily debarred from playing billiards if opportunity arises elsewhere than in billiards halls. If, as may be assumed, the magistrates were satisfied that frequenting billiards halls had been a factor leading to the commission of the offence, their power to impose such a condition is beyond question; nor does the condition seem at all oppressive or unreasonable. Section 2 (2) of the Probation of Offenders Act, 1907, as amended, reads: "A recognisance under this Act may contain such additional conditions with respect to residence, abstention from intoxicating liquor, and other matters, as the court may, having regard to the particular circumstances of the case, consider necessary for preventing a repetition of the same offence or the commission of other offences."

Criminal Law and Practice.

DEFENCE BY POST.—We agree entirely with the attitude of the Bournemouth magistrates in adjourning a case against a motorist who, being summoned for a motoring offence which, it was said, rendered him liable to serious penalties and also to disqualification, wrote to the court instead of appearing. As the learned clerk said, if the defendant attended he might be able to put forward something to avoid disqualification, and the chairman added that in a defendant's absence the bench were liable to come to a wrong decision or inflict too heavy a penalty.

Of the particular case we know nothing at all, and our observations are meant to be purely general, especially as the summons stands adjourned. Many defendants, especially motor car drivers, write letters to the court instead of appearing; and where the offence is trivial and no question of suspending a licence arises it is common, and reasonable, to accept a plea of guilty and an explanation by letter in order to save possible hardship such as loss of time, loss of wages, or expense in travelling.

It is sometimes said that increased fines are imposed for non-appearance. The true position, rather, is as indicated by the chairman of the Bournemouth bench: a defendant who fails to appear and to put forward mitigating circumstances may be fined more than would be the case if he attended, either personally or by counsel or solicitor, and gave his explanation.

The fact that a man has lost income or wages through personal attendance, or has incurred a substantial railway fare, is also sometimes taken into account by a bench when imposing a fine. It is therefore not surprising to find absent defendants occasionally fined more than those who appear; but it is not properly described as a fine for non-attendance.

IMPRISONMENT FOR FINES.—It is all very well to say that no one ought to be sent to prison in default of paying a fine, and that every time a man goes to prison for a fine he is really being punished for poverty: but what else can be suggested, in the long run, as a practical alternative? If prison is not to be used at all as a means of enforcement it will mean that very poor people can commit certain offences, punishable only by fines, with impunity, and that a good many more, who could pay but will not, will also escape scot free.

None the less, it is wholly undesirable that anyone should go to prison in default of payment unless it is quite clear that he could pay and refuses, or that there is no hope of payment even if reasonable time be allowed and the offence is such that it cannot be passed over. The reduction in the number of committals in default of payment of fines is satisfactory, but it is generally thought that it could be still further reduced. Perhaps, some day, some better alternative than imprisonment will be devised, and such committals will disappear altogether.

If imprisonment is undesirable in this class of case, it is particularly so in the case of young offenders, whom everyone wants to keep out of prison. To send a lad or a girl to prison in default of payment of a fine, quite probably inflicted for an offence involving no moral turpitude, seems foolish as well as wrong, and, of course, the effects may be disastrous.

One hears very little of the employment of s. 1 (3) of the Criminal Justice Administration Act, 1914, which, we should have thought, might prevent the committal of many young persons to prison and might also be a means of doing them some good. Under that sub-section, where a court of summary jurisdiction allows time for payment of a fine imposed on an offender between sixteen and twenty-one years of age, the court may, if it thinks fit, put him under the supervision of some person (we should suggest a probation officer) till the fine is paid, and in that case, before issuing a warrant of committal, the court shall consider any report made by such person upon the conduct and means of the offender. Rule 16 of the Summary Jurisdiction Rules requires such person to "advise and befriend" the offender "with a view to inducing him to pay the sum adjudged and thereby avoid imprisonment."

Workmen's Compensation.

A SIMPLIFIED EXPOSITION.—I.

IN this article an endeavour is made to explain where the dividing line is to be drawn between those accidents which do, and those which do not, give ground for claims under the Workmen's Compensation Acts. As every reader of this Journal, one may assume, is aware, a considerable volume of interpretation and case law has arisen over the meaning of (*a*) "accident," and (*b*) "arising out of and in the course of the employment." While this wealth of information puts the searcher after knowledge in a far better position than he would otherwise be for applying the principles of the law to particular sets of circumstances, there is the ever-present danger of his being unable to "see the wood for the trees." Let us consider the two points separately, illustrating them by examples drawn from actual decisions of the courts.

1. *The Accident.*—The main point to be borne in mind is that the element of unexpectedness (or lack of design) must have been present. That is to say, "accident" within the meaning of the Acts has for the root idea associated with its use in ordinary, every-day language of an "unlooked-for mishap," rather than its original and wider sense of a "happening" (Lat: "*accido*"). The accident must be some concrete happening which intervenes, or obtrudes itself, upon the normal course of the employment. Thus, a driver falls from his wagon. Tuberculosis is diagnosed later, and it is proved (*a*) that before his fall he showed signs of tuberculosis; (*b*) that the fall brought the disease into life. Or a carrier suffering from arterial degeneration sustains a slight injury to his hip while carrying a load; a few days later he has a seizure and dies. In both these cases there was (1) an accident (in the former, the fall; in the latter, the injury to the hip), and (2) a causal connexion between that accident and the subsequent incapacitation. Compensation was granted in both cases. These examples have been cited because in either case the accident was of a kind which to an ordinarily healthy workman would have given rise to no serious consequences, and show that once the accident and its causal connexion with the incapacitation are established, the state of the workman's health at the time of the accident is an irrelevant consideration. Conversely, take the case of a miner suffering from heart disease who has a fatal heart attack while engaged in his ordinary work of shovelling away a fall from the roof; here there is no accident, and consequently no compensation is payable.

2. *The Employment.*—With the exception of one important class of cases the "employment" of a workman is the circle of duties which he has been engaged to perform and no more. The exception to this rule is the class of cases where the accident results in serious and permanent disablement; here the workman is regarded in law as being within his "employment" if the act which he was in the course of performing was being performed by him for the purposes of, and in connexion with, his employer's trade or business, and that even though he was acting at the time in contravention of regulations relating to the work. In other words, the law has for the sake of affording as wide as possible a protection to the workman who suffers a serious and permanent disablement, or to his dependants in case of his death, imported an artificial meaning into the term.

This artificial meaning often gives rise to questions concerning the motive of the workman in doing a particular act, when the act is not unquestionably one that is in connexion with and for the purposes of the employer's business. The following instances will serve to show the line of discrimination. A lorry driver lends a helping hand to another lorry which has broken down and which he happens to be passing, and receives an injury while doing so; a cobbler takes home boots left with his employer and does work on them for the purpose of learning a better-paid branch of boot-repairing, and is

seriously and permanently injured while so working at home; a miner leaving the pit rides on a tub and is killed. In none of these cases did it appear that the act was done in connexion with and for purposes of the employer's business, but the dominating motive of the action in question was the furthering of a private purpose—consequently, compensation was refused. A miner is engaged with another miner in firing shots, goes to examine the result of his shot forgetting another shot is to go off, and is seriously and permanently injured; a shot firer in a mine, to save himself the trouble of drilling another hole, loses his arm while drilling out a misfired shot; in both cases the Mines Orders definitely prohibited the act in question; compensation was however, granted, because in either case it appeared that the act was done in connexion with and for the purposes of the employer's business.

Where the accident happens as the result of some action of another party or of some natural phenomenon, the question to be decided is whether or not the employment was of a kind which attracted that risk specially or to a greater degree than other employments (since, otherwise, although the accident arises *in the course* of the employment it could not be regarded as arising *out of* the employment). Thus, take the risk of sunstroke. A sailor collapses through sunstroke in the tropics—compensation granted; a coal porter dies from sunstroke in England during a heat-wave—compensation refused; in the one case it was, and in the other case it was not, the employment that brought the workman within the risk of the accident. Or, again, a painter working outdoors is pushed from his ladder by a drunken man and killed—compensation granted, because it was a risk connected with working out of doors; but a painter working indoors is killed by one of his mates during a quarrel—compensation refused, because the risk had no special connexion with his employment as a painter.

In two classes of cases, mainly, the question will turn on whether the accident occurred in the course of the employment, viz.: (*a*) where it occurred during an apparent interruption of the workman's ordinary work, or (*b*) where it occurred just before or just after the normal work period. In (*a*) it is necessary to establish the fact that the interruption is necessarily incidental to the employment. Thus, a firm's canteen manager is entitled to his meals in addition to his wages, and is incapacitated through being served with impure tea in the canteen—compensation refused; but a night watchman is scalded while swinging his tea-can to "mash" the tea (as is customary in certain parts of the country)—compensation granted. In the case of the manager, it was not considered that he was compelled by his employment to resort to the means of refreshment in question—in the case of the watchman it was otherwise. In the case of (*b*) the accident happens to the workman while he is on the employer's premises or in a vehicle provided by his employer and here too it has to be proved that his being there was necessarily incidental to his employment. Thus, a miner broke his leg while crossing a part of his employer's premises to reach the public footpath; another miner is injured while riding in a coach belonging to his employer to the place where the lamps are given out; in both cases compensation was awarded. But where a colliery firm provided the miners with a train which they could use if they wished to reach their homes, compensation was refused, despite the fact that there was no other means of conveyance available to those living at a distance; and where a miner was injured while using a pit-head bath provided by his employers, compensation was refused; in both cases the men were in the position they were in the enjoyment of a privilege conferred, and not in doing something necessarily incidental to their employment.

Mr. C. G. Ross, M.C., LL.B., solicitor, of the firm of Cardew, Smith & Ross, 27, Ely-place, E.C.1, has been appointed a Justice of the Peace for the County of Hertford.

A Rational Gaming Law.

[Contributed.]

No one, with the unhappy exceptions of politicians in office, contradicts the fact that our laws as to betting, gaming and lotteries are out of date, and, as applied to the conditions of the twentieth century, absurd and indefensible. The moral cowardice of Ministers who, with hundreds of thousands of Dublin lottery tickets being illegally sold in England, protest that they see no need of change, is manifest. The present anomalies, due to working antiquated statutes to cope with modern developments, have been pointed out in many quarters, and not least in our own columns. The task of such exposure is an easy one. That of reconstruction—the substitution of a law adapted to present needs instead of those now in force—is undoubtedly much harder. No one in fact appears to have attempted it. We propose here to make certain suggestions to this end, on the footing of an Act to consolidate and amend the whole law as to betting, gaming and lotteries. There exist, of course, separate statutes in the form of Betting Acts, Gaming Acts, and Lottery Acts, but the essence of the offences dealt with in all these Acts is the same. What, then, is that essence? The desire for "easy money" no doubt permeates it, but neither that desire, nor the gratification of it, is necessarily immoral or unsocial. The barrister with a large fee on his brief, who is not called upon to argue, takes the good with the bad, and evens it up with a tough fight for a much smaller reward. And so probably does a solicitor, who, on a substantial purchase by his client, finds a simple chain of vendor and purchaser conveyances for his scale fee. If it is an offence to desire as much money as possible, with the least irksome work for it, prisons ought to be constructed to hold more people then they do at present.

Similarly, although many gamblers are cheats, some of the present offences can be committed by perfectly honourable people. The cheats are punished in various ways, and no one questions the justice of it. The difficulty is in dealing with the honest people who offend.

That there must be some restriction even on honest gambling hardly admits of doubt. We are perhaps a puritanical nation, and have the tendency to forbid our neighbour's recreations because they are not in accordance with our own tastes or our moral and religious views. This, however, does not entirely account for prohibitions against gambling. Even the French, whom no one can accuse of undue puritanism, have laws against lotteries.

In considering a proper foundation for the law, a few illustrations may be helpful. A workman, after a hard week, in which he has earned enough for the needs of his wife and family, finds a few shillings over for himself, and wishes to dedicate one or two of them to the local bookmaker. A professional man, after a long day's work, wins or loses a pound or two playing bridge at his club. A suburban mother takes her young daughters to a local whist drive, perhaps secretly hoping that they will meet eligible young men. Someone paying sur-tax buys a dozen Irish sweepstake tickets, and, out of good nature, sells a few to a friend.

Again, a skilful card-player encourages a foolish young man to play for high stakes, and, without cheating, wins a large sum of money from him. A bookmaker, secretly knowing something to the disadvantage of a horse, accepts bets at unfair odds from clients who do not share that knowledge. Or, conversely (but much more rarely), the client has the opportunity to turn the tables, and backs at 100 to 1 when he knows that his horse has a far better chance of winning. In entirely different surroundings, a parson or a priest conducts a raffle for a charity, and collects twenty pounds on some trumpery prize not worth a fraction of the money.

A rational law must deal faithfully and rightly with these and all other cases of difficulty and doubt, and so obviously presents a serious problem. To say that the spirit of gambling

is wicked begs the question; so is adultery, and gluttony is one of the seven deadly sins, but we punish neither. It is safer ground to say that gambling, save as the merest recreation is anti-social, and that the more human energy, time and ability are devoted to it, the less remain for the hard task of wresting the needs for human life from a reluctant nature. Every sort of professional gambling should therefore be discouraged. Experience also shows that, where gambling is heavy, cheating is never far off, and violence and other crimes follow. Our ancestors of two hundred years ago made their mistakes in dealing with the problem—for example, Sir JOHN BARNARD's Act against "the infamous practice of stock-jobbing"—but, in passing statutes against "excessive and deceitful gaming," they were perhaps approaching the heart of the problem. See, for example, the preamble to the Gaming Act, 1744: "Whereas, notwithstanding the many good and wholesome laws now in being for preventing excessive and deceitful gaming, many persons of ill-fame and reputation, and having no visible means of subsistence, do keep . . . places for playing, and do permit persons therein to play for large sums of money by means whereof divers young and unwary persons and others are drawn in to lose the greater part and sometimes all of their substance; and it frequently happens that they are thereby reduced to the utmost necessities, and betake themselves to the most wicked courses, which end in their utter ruin; and whereas a certain pernicious game called roulette or roly-poly is practised," etc. All gamblers are apt to neglect their duties to their dependents, and the ruined gambler is, more often than not, a dangerous man.

In attempting to construct a rational law, one factor is absolutely essential. It must be such that its provisions will not be openly disregarded by average men and women. Those who thrust prohibition on the people of the United States ignored this factor, and the object lesson of induced contempt for the law is abundantly evident.

Average people like to bet occasionally, or at least to be at liberty to do so, and, if undue difficulties are placed in their way by authority, will break the law rather than forego their amusement, for they cannot see that they are doing anything wrong. They will also play cards for money—in fact they might even do so with greater zest on a veto, just as a young American will now carry a flask in his hip-pocket. It is abundantly obvious that they will buy lottery tickets, which, although purchase may not be an offence against our present law, invites an offence in each case on the part of the seller.

An ideal law, therefore, will allow some gambling, for the simple reason that no law can effectively stop it altogether, but will control it on the footing that it is to be kept down so far as possible, and, especially, will reduce professional gambling to a minimum.

Before considering the difficult questions of offences, it may be convenient to review the civil side of the law. This is in a reasonably satisfactory condition. Section 18 of the Gaming Act, 1845, is the main provision. It makes contracts or agreements by way of gaming or wagering null and void, as they ought to be. There might have been some danger lest a law of this kind interfered with legitimate commerce. Lord TENTERDEN, for example, held that a sale of "futures" in goods was void for this reason: see *Bryan* v. *Lewis* (1826), Ry. & M. 386. He was over-ruled, however, in *Hibblewhite* v. *McMorine* (1839), 3 M. & W. 462, and the discrimination between legitimate commercial contracts and pure speculation now presents little difficulty in the courts. In passing, abundance of production and supply has stilled the alarm of our ancestors against "corners" in wheat and other necessaries, and we have abolished the old Acts against "forestalling," and "regrating." It may not be altogether wise to ignore all evils connected with "profiteering," but they are hardly within the scope of the present subject.

In discouraging gambling, our ancestors made a mistake of excess of zeal in the old Gaming Securities Act, 1835, s. 2 of which allowed of the recovery of money paid in respect of bets by cheque. This provision worked so capriciously that it had to be repealed by the Gaming Act, 1922. A rational new law would allow money paid in bets or for gaming losses to stay where it was, unless obtained by cheating, or possibly, from minors.

A new Act should straighten out certain minor anomalies in respect of money borrowed for gambling abroad, see the observations of Lord MOULTON in his dissenting judgment in *Moulis* v. *Owen* [1907] 1 K.B. 746, also of SHEARMAN, J., in *Société Anonyme du Touquet* v. *Baumgart* (1927), 43 T.L.R. 278, and *Carlton Hall Club* v. *Laurence* [1929] 2 K.B. 153. Suggestions for legislation as to offences connected with gambling, betting and lotteries will be made in a subsequent article.

More about Summary Justice.

[*Contributed by the writer of the article "Summary Justice."*]

IN the issue of THE SOLICITORS' JOURNAL of 28th March appeared an article which was admittedly controversial, advocating a general system of stipendiary magistrates. The subject is age-old and the scheme suggested has, no doubt, a body of opinion to condemn it, greater numerically than of those who support it. The article was certain to stir the opposition of readers of THE SOLICITORS' JOURNAL and the writer is unrepentant.

He is, however, grateful for the interest and good temper of correspondents to this paper who have expostulated with him publicly.

It was possible to forecast much of these answers before they were written, and to have foretold from whom they would come. Country solicitors and clerks to justices were bound to resent the spirit of the reformer.

Some clerks are no doubt competent, and all, it is certain, are amiable and earnest, but the system cannot be judged on the manners of its exponents or the merits of its exceptions.

Amateur magistrates and their clerks were indicted in the article of 28th March, and put, metaphorically, upon trial. They should be heard in their defence, but the issue cannot be decided solely on their own view of themselves. That would be what the correspondent "Rusticus" calls an "extravaganza."

Had it been possible to have taken his opinion, it would have been more in point to learn what a man who went to prison for a non-existent larceny thought about it all. There is the kernel of the matter. That poor creature is unaware of the injustice done him, voiceless to express resentment. Nobody knew of the injustice until, too late, it was mentioned in chance conversation.

And such things, if not universal, are not unique.

"Country Solicitor" asks for proof of the benefit of a system of stipendiary magistrates. His question ignores the argument of the article that recommends them. Stipendiaries are not infallible, Heaven knows, any more than are the county court judges who come in for criticism by this correspondent, but it must be presumed that a good specimen of properly trained man is to that extent better than an untrained one. So much, and so much only, was the original thesis, and the analogy of specifically unsuitable choices, like the heresy-hunting member of the Chancery Bar, does not destroy the principle.

A correspondent whose letter appeared on 25th April, may be assured of the serious intent of the original article. He has been fortunate in that in his professional experience he has nowhere met a bench or a clerk who were unsatisfactory to him. He is to be congratulated, and the magistrates and clerks referred to will be pleased at his approval.

One wonders if defendants who have appeared in the course of thirty years in courts approved by this correspondent are, or are justified in being, as well pleased as he.

A sentence from "Summary Justice" is here repeated:—

"Often these (amateur magistrates) are men and women distinguished in other relations of life, earnest, single-minded and complacent."

It is not enough however, for the justice to be a "man of affairs" or the clerk "one of the leading solicitors in the district." They must serve an adequate apprenticeship before being allowed to experiment with justice.

Solicitors are admirably qualified for their peculiar work, and some solicitors have opportunities to try their hands at work more appropriate to barristers.

The wonder is—as the late Dr. JOHNSON remarked in quite another connexion—not that they do it well, but that they do it at all, for it is not their job and they are not trained to do it.

Barristers are probably just as unsuitable for the performance of solicitors' work.

An inquiry comes from Birmingham, whether the office of clerk to justices were not better made a whole-time job, to the exclusion of private practice.

This would no doubt be a step in the right direction; it would save the clerk from the embarrassing consideration of what private clients may think of him in his public capacity, and further if he were a clerk always instead of occasionally, he would become a better clerk. Consider the example of the clerks in the Metropolitan Police Courts. They are trained for their work and they do nothing else. Probably readers will think that their work could hardly be better done than it is.

One correspondent writes: "Generally one or more justices know the defendant and the witnesses—one or more are as likely as not to have special knowledge of facts which bear upon the attendant circumstances of the case."

Exactly so. That, among other things, is what was complained of.

The passage quoted is illuminating, if it is not a practical joke. It must be a joke, a joke carried so far that it betrays itself. How can it be otherwise than humour? For, if it is seriously written and intended, what does the writer wish us to think of him?

Is he a clerk to justices of many years' standing who does not understand the first principle of justice? Has he for many years allowed his court to decide cases, not solely on the evidence before it, but by having regard to special knowledge obtained of course out of court, of the defendant, of the witnesses and of the attendant circumstances?

Does he wish us to think that he approves this practice and cannot see what is wrong with it?

Clearly then, he is not to be taken seriously, but the joke shows what amateur justice might come to be, and as such is a revelation and as strong a condemnation of the amateur system as anything written in "Summary Justice."

Simplifying Litigation.

WE print below, verbatim, an important statement read by Mr. Justice ROCHE in the Commercial Court on the 12th inst. His lordship said:—

"Before the business of the court proceeds, I desire to make some observations affecting the hearing of actions in the Commercial List. As you are aware this list is dealt with as part of the King's Bench business, and I make these observations with the assent of the Lord Chief Justice and the other judges of the King's Bench Division. Discussion has recently taken place as to the possibility of simplifying methods of trial generally, and in respect of the evidence to be adduced. It is not my function or intention to take part in this general discussion, but rather to intimate how far we can go here to assist to the desired end if the parties to litigation desire that we should do so.

But first, it is perhaps desirable to clear away a misconception. It is not now the practice to require proof of all facts and documents by witnesses. With regard to cases in this list and at any rate in a large proportion of cases heard in the other lists of the King's Bench Division, correspondence and documents are commonly agreed and rendered admissible in evidence without further proof. If they are not, they ought to be so agreed, and the court has powers both in respect of costs and in respect of orders to admit proof by affidavit which are available to encourage reason and economy. With regard to cases in this list, as I think practitioners well know, the power to give leave to prove both documents and facts by affidavit, a power which is not dependent upon consent, is frequently exercised.

In the second place, and this is the gist of my announcement, I am authorised to say on behalf of the judges who from time to time have charge of the Commercial List that if we are asked upon Summons for Directions by both parties to decide matters mainly, or in proper cases, even exclusively on documentary or other evidence which would not apart from consent of the parties be available or admissible as evidence, we are in no way unwilling to comply with such requests.

It is true that we have no power to enforce upon the parties such a mode of trial, or to so act without their consent. But if, as we gather there is, a desire that more simplicity of procedure should be adopted in certain cases, we apprehend that consent of both parties may well be forthcoming. The practitioners who have experience of cases in this list are familiar with such methods of procedure before arbitrators, and some of them are doubtless also familiar with the new Admiralty Short Cause Rules, which are, I understand, operating usefully in appropriate cases. If there is a desire to utilise similar methods of procedure in proper cases in this court we would grant facilities for the purpose. We do not consider it necessary or useful to promulgate any written rules or instructions as to procedure. The practice here, from the earliest conduct of the list by Mr. Justice MATHEW, has been for procedure to be worked out by means of orders made upon the Summons for Directions, and such procedure has become well known to practitioners, and in many matters has fallen into common form. I do not doubt that solicitors and counsel will soon evolve various and suitable forms of order such as they feel will represent what their clients want and what at the same time comes within the scope of this intimation of the intentions of the judges sitting here. They are unlikely to err in the other direction and to suggest that all matters can or should be tried without oral evidence.

I would add that there have come under our notice whilst considering the proposals which have resulted in this announcement not a few suggestions touching other matters concerning the conduct of business in this list and elsewhere. I only desire to say that these shall receive, as they deserve, full consideration, but it would not be possible or desirable for me to deal with them now."

Sir THOMAS INSKIP, K.C., who was engaged in the case before his lordship, said in reply: "My Lord, may I, without undue presumption I hope, both on behalf of my learned friends within the Bar and without the Bar, say that we welcome your lordship's suggestions made with the assent of the learned judges who are familiar with the Commercial List. We all hope that the publicity which your lordship's announcement will receive will result in the practitioners in this court using the opportunities for what will not only be swifter and simpler methods, but we hope also less expensive methods of the settlement of the disputes in which commercial firms are interested from time to time."

Mr. Justice ROCHE: "I am very glad to hear that, Sir THOMAS, I think from the consultations we have had with the various persons who are conversant with the business, it may be of service to the commercial public."

Preliminary Hearings *in camerâ.*

THE debate in the House of Lords, opened by Lord DARLING, upon the unfair publicity in the *Rouse Case* has led to much discussion and thought. One useful contribution to that discussion, though directed to another case, is to be found in the *Railway Gazette* for the 10th April, 1931, where Mr. MACDONALD, dealing with the Gretna Green disaster, and the subsequent trial of certain railway officials for manslaughter, takes occasion very justly to animadvert on our bad system of preliminary inquiries into criminal cases, and to compare it, justly to our disadvantage, with the Scottish procedure.

We quote the following from Mr. MACDONALD'S letter :—

"We look with horror and amazement at the dangers of open Coroners' inquests and magisterial courts. In any case these cannot be properly conducted by these amateur lawyers. In England a man is tried three times (coroner, magistrates and grand jury) before the final trial, and the jury can hardly have blank minds. In Scotland neither the judge nor the jury know anything till the evidence begins in the one and only trial. Under no circumstances whatever can a man be tried twice in Scotland. Once a man is in the dock the Lord Advocate must prove his case then and there or he goes free for ever. To be tried two or three times for murder, with months of waiting in between, must be worse torture than one hanging.

"When my father was Lord Advocate he got an Act passed which compels the Crown to begin proceedings within ninety days from arrest, or the panel goes free; things cannot drag on as in England. It has always been our law that on the indictment must be printed the full designation of every witness for the Crown, and also details of every article to be produced in court. They cannot bring people or things into the trial at the last moment. This allows the legal advisers of the panel to see and examine the witnesses and productions long before the trial and to probe them. The Procurator-Fiscal will use his powers to make them open their mouth to the defence.

"Again, in many ways our one trial is much fairer. For one thing, there are no opening speeches, and the panel (prisoner) has the last word, not the prosecution. In England the most eloquent man at the Bar may start by weaving a fine tale (which he may never prove) for hours. In Scotland when the jury is sworn, the judge says to the prosecution, 'Who is your first witness?' and until every witness has been examined and cross-examined no one speaks. I could give many more reasons why you should be sure that your trial takes place in this kingdom."

It is, of course, a mistake to speak of three trials in cases of homicide. The grand jury does not try; they merely examine some of the witnesses for the prosecution; and their proceedings are not public or reported. Since s. 209 of the Coroners (Amendment) Act, 1926, was passed, the coroner's inquest is abated when an inquiry is begun before magistrates.

This leaves only the latter inquiry, and if the magistrates choose to exercise their powers of conducting their investigation in private, the evils of publicity before trial will disappear entirely.

The case against opening speeches is a strong one; that against the prosecution having the last word is conclusive, except to those who cannot bear the thought of change.

DELEGATED LEGISLATION.

Lord Donoughmore having resigned for reasons of health the chairmanship of the committee appointed by the Lord Chancellor to consider the powers of Ministers of the Crown by way of delegated legislation and judicial or quasi-judicial decision, the Lord Chancellor has appointed Sir Leslie Scott, K.C., to be chairman of the committee in succession to him. The committee has finished taking evidence, and has made some progress towards the preparation of its report.

Company Law and Practice.

LXXVII.

APPOINTMENT OF RECEIVER WHERE NO EXPRESS POWER.

THERE has been brought to my notice within the last few days a question which, in the absence of authority, one would have said was quite free from doubt, but which has been somewhat obscured by a dictum made more than forty years ago: this dictum has not, so far as I am able to discover, yet received the quietus which it deserves, or even any explanation.

It sometimes happens that a company gives a debenture in a very short form, without expressly conferring upon the holder thereof a power of sale, or any of the powers conferred by the Law of Property Act, 1925, on mortgagees. Indeed, one of the precedent books contains such a form ("Prideaux," Vol. 2, p. 171). The last clause in the form in "Prideaux" does contain a statement that the provisions of the Law of Property Act, 1925, s. 103, are not to apply to that debenture, and therefore it might be argued that the remaining provisions as to mortgages did apply to it. Indeed, were it not for the dictum referred to above, there would be no doubt about it. What we are here particularly concerned with is the appointment of a receiver, so we may examine this question from the point of view of a person proposing to make such an appointment.

Section 101 (1) (iii) confers upon a mortgagee, where the mortgage is made by deed, a power, when the mortgage money has become due, to appoint a receiver; while s. 205 (1) (xvi) informs us that, in the Act, "mortgage" includes any charge or lien on any property for securing money or money's worth. What can be more obvious than that a simple form of debenture, containing a floating charge on the undertaking and assets of a company, is within those sections, so as to enable the debenture-holder to appoint a receiver under the statute in a proper case?

In the case of *Blaker* v. *Herts and Essex Waterworks Co.*, 41 Ch. D. 399, a statutory company issued debentures by way of floating charge upon the undertaking and assets of the company. Subsequently a debenture-holder's action was commenced, and at the trial the question was discussed as to whether or not the power of sale contained in s. 19 of the Conveyancing Act, 1881 (now represented, so far as is material for our present purpose, by s. 101 of the Law of Property Act, 1925), was, or had been, exercisable by the debenture-holders. KAY, J., in dealing with this, said, at p. 406, that he did not at all agree that the Conveyancing Act, 1881, applied to a charge of the kind there under consideration. "It applies," said his lordship, "to an equitable mortgage, no doubt; but it does not mention in the interpretation clause, or in any other part of the Act, that I am aware of, debentures as one of the charges to which it is to apply. I should have expected that an Act of that kind, if it meant to give to a debenture-holder—that is, to the holder, *pari passu* with others, of a charge created by a company—a power of sale, would have done so in very express words indeed."

If any suggestion had been made that one holder of debentures of a series could sell under the Act without the holders of the other debentures of that series being parties, this dictum would have had more force behind it, but it appears from the judgment that this was not so. In passing, the definition section (s. 2 (vi)) of the Conveyancing Act, 1881, is nearly as wide as that of the Law of Property Act, 1925, the only distinction being the omission from the former of the words "or lien." The principles which govern the application of the statutory power of sale govern the application of the statutory power of appointing a receiver, and, in view of the judgment of KAY, J., quoted above, it has been suggested that a power must be incorporated, either expressly or by reference, before it is competent to appoint a receiver out of court.

This suggestion, it is submitted, errs on the side of caution, and there is no solid foundation for such a view. In *Blaker* v. *Herts and Essex Waterworks* the company was a public undertaking, and therefore, on the principle of *Gardner* v. *London Chatham and Dover Railway Co.*, 2 Ch. 201, a sale could not be had in any event at the instance of a mortgagee, so that the remarks quoted above are nothing more than *dicta*; further, the words of the definition section are so wide that it is difficult to see how a debenture can be excluded from them.

It is interesting in this connexion to observe the treatment of this point by the text-books. In "Gore-Browne," (37th ed.) we find at p. 290 the statement: "the appointment can only be made if express power is found in the debentures or trust deed, or the power contained in the Law of Property Act, 1925, is incorporated." As I read this, the meaning of the passage is that the statutory power must be expressly incorporated; if this be so, the learned editors are there accepting the dictum of KAY, J. In "Stiebel" (3rd ed.) the question is raised at p. 408, but the learned Registrar does not apparently come down either on one side or the other, an attitude at once understandable and justifiable.

"Kerr on Receivers" (9th ed.) has no hesitation in expressing his view, for at p. 377 he says: "Where the debenture creates a charge and is under seal, it is apprehended that, even in the absence of any express provision, a receiver can, after the security has crystallised, be appointed under the statutory power, at all events, if all the debenture-holders of a series concur in the appointment. The opinion expressed by KAY, J., to the contrary, is, it is submitted, without justification."

The point lies in a narrow compass: was KAY, J., right in his view of the definition section of the Conveyancing Act, 1881? I submit that he clearly was not: the words used are almost all-embracing, and considered as a fresh problem there seems to be no cogent argument which can be advanced in favour of the exclusion of debentures. The statement in "Kerr," quoted above, seems to express the correct view: as a matter of precaution, however, it may be wise to make a debenture which one is drafting wider than is absolutely necessary, and accordingly, if the form in "Prideaux" referred to above is adopted, it would perhaps be safer to amplify it somewhat in the direction indicated.

(*To be continued.*)

A Conveyancer's Diary.

New Trustees as Statutory Owners. Necessity for Vesting Instrument.

I have had my attention called to the question of the necessity of a vesting deed where trustees who are also statutory owners are superseded by new trustees. A learned friend who has great experience tells me that he has met the point several times in practice, and suggests that I might deal with it in one of my weekly articles.

The point is put as follows:—

There is a settlement of land, there being no tenant for life or person having the powers of a tenant for life. A and B are the trustees of the settlement for the purposes of the S.L.A. A and B execute a vesting deed in their own favour as statutory owners. Subsequently by a deed duly executed A and B retire from the trusteeship and X and Y are appointed trustees in their place. A deed of declaration is also executed as provided by s. 35 of the S.L.A.

The question is whether a vesting deed is required vesting the legal estate in the new trustees to enable them to exercise the powers of statutory owners, that is to say, the powers of a tenant for life.

It appears that it is generally assumed that no vesting deed is required in such circumstances and in one well-known precedent book at least a form is provided which is drafted upon that basis.

In my opinion a vesting deed is essential to enable the new trustees, as statutory owners, to convey a legal estate.

In the first place, we are assuming that there is a settlement within the S.L.A., but there is no tenant for life or person having the powers of a tenant for life. That state of things may arise in various ways. It is not necessary for our present purpose to consider how it may come about that there is no tenant for life or person having the powers of a tenant for life. I wish to take it that such is the case, and to consider the consequences.

By s. 23 (1) of the S.L.A. it is enacted as follows:—

> "Where under a settlement there is no tenant for life nor, independently of this section, a person having by virtue of this Act the powers of a tenant for life then—
>
> "(*a*) any person of full age in whom such powers are by the settlement expressed to be conferred; and
>
> "(*b*) in any other case the trustees of the settlement; shall have the powers of a tenant for life under this Act."

I think that it is plain, therefore, that when there is no tenant for life or person having the powers of a tenant for life then (in the absence of any direction in the settlement) the trustees for the time being of the settlement may exercise those powers. I say trustees *for the time being* because it seems to me that must be the meaning of the section. Trustees having those powers are called "statutory owners" (S.L.A., s. 117 (1) (xxvi)).

Now, look at s. 7 of the S.L.A., which makes provisions with regard to "procedure on change of ownership." That is the expression used in the marginal note, but, of course, I do not rely upon that. By sub-s. (4) it is enacted—

> "If by reason of forfeiture, surrender or otherwise the estate owner of any settled land ceases to have the statutory powers of a tenant for life and the land remains settled land, he shall be bound forthwith to convey the settled land to the person who under the trust instrument, or by virtue of this Act, becomes the tenant for life or statutory owner and, if more than one, as joint tenants."

In the case which I am supposing, X and Y have, by reason of their appointment as trustees for the purposes of the Act, become statutory owners, and therefore it is incumbent upon the former statutory owners, A and B, to convey the settled land to them. In other words, X and Y have become entitled as statutory owners to have the settled land vested in them.

The method by which the settled land is to be vested in the new statutory owners is set out in s. 8 (4):—

> "Where land is or remains settled land a conveyance under either of the last two preceding sections shall—
>
> "(*a*) if by deed, be a principal vesting deed; and
>
> "(*b*) if by an assent, be a vesting assent, which shall contain the like statements and particulars as are required by this Act in the case of a principal vesting deed."

That appears to make it clear that X and Y should call for and would be entitled to have from A and B a vesting deed which would operate to vest the legal estate in them.

It seems to be suggested, however, that no vesting deed is required because new trustees having been duly appointed, they have the powers of a tenant for life under s. 23 (1), whether the legal estate is or is not vested in them.

That might hold if it were not for s. 13, which, so far as material, reads:—

> "Where a tenant for life or statutory owner has become entitled to have a principal vesting deed or a vesting assent executed in his favour, then until a vesting instrument is executed or made pursuant to this Act in respect of the settled land any purported disposition thereof *inter vivos* by any person . . . shall not take effect except in favour of a purchaser of a legal estate without notice of such tenant for life or statutory owner having become so entitled as aforesaid, but, save as aforesaid, shall operate only as a contract for valuable consideration to carry out the

transaction after the requisite vesting instrument has been executed . . ."

I do not see how it can be said, in view of that section, that X and Y as new trustees could pass a legal estate in the settled land, unless they had obtained a vesting deed. No doubt they could enter into a binding contract to sell, but when it came to conveyance they would be faced with the objection that they were not in a position to convey.

It has been suggested that upon the appointment of X and Y as new trustees there is an implied vesting of the legal estate under s. 40 of the T.A., 1925. I do not think so. The vesting of the legal estate (even if it should take place under that section) would not, however, enable the new trustees to sell and convey a legal estate to a purchaser having notice of the fact that the new trustees had become entitled to have a principal vesting deed executed in their favour—s. 13 of the S.L.A. expressly prohibits that.

Further, it must be observed that the vesting declaration implied under s. 40 (2) of the T.A. operates to vest the property in the trustees as such, whereas a vesting deed required under s. 7 (4) and s. 8 (4) of the S.L.A. does not vest the estate in the trustees as trustees, but as statutory owners, and I cannot see how it can be maintained that s. 40 of the T.A. has any reference at all to settled land, or, if it has, how it could be effective to enable trustees who are statutory owners to convey in the latter capacity (which is the only capacity in which they could convey) unless a principal vesting deed had been executed in their favour. I think that s. 40 of the T.A. only applies to settlements of personalty and land held upon trust for sale.

The practical point to bear in mind is that where trustees are purporting to sell and convey as statutory owners it is essential to the title that there should be a vesting instrument in their favour, even though they may have been duly appointed, and there may have been a deed of declaration as required by s. 35 of the S.L.A. In the absence of a vesting instrument statutory owners cannot convey the legal estate, and that is so although the legal estate may in fact be vested in them.

Landlord and Tenant Notebook.

Part Performance of What?

Cases illustrating the nature of part performance are legion, and one can reasonably suppose that every feature of the doctrine has now been fully developed. The most recent authority, *Rawlinson* v. *Ames* [1925] Ch. 98, contains a complete historical review and exposition of the nature of the doctrine of Romer, J., and emphasises the need for some apparent connexion between the acts relied on as part performance and the contract which it is sought to prove. In earlier times, equity had laid all the stress on the "change of position" and the fraudulent element in the conduct of one who derived advantage from a bargain and then tried to shelter himself behind the Statute of Frauds; but later decisions have shown that this is not the only essential element and that the acts relied upon must be incapable of explanation without reference to a contract.

The amount of attention that has been devoted to the doctrine may, however, lead practitioners to forget its true purpose, and by confusing means with end overlook the fact that unless a definite agreement be alleged no amount of part performance, either of what might have become a contract, or of what but for a condition unfulfilled would have been a contract, is of any use. An act admitting of no explanation without supposing a contract cannot of itself create rights and obligations. If an indignant client relates that someone whom he trusted had agreed to take his house, had suggested and approved alterations, has moved in and now refuses to come to terms, he may well merit sympathy; but unless he can name the agreed term and its commencement, and the agreed rental, he cannot claim specific performance, for only the parcels have been defined. When laying down, in *Gunter* v. *Halsey* (1739), Amb. 586, that the acts "must be such as could be done with no other view or design than to perform the agreement," Lord Hardwicke said: "the terms of the agreement must be certainly proved." In *Brough* v. *Nettleton* [1921] 2 Ch. 25, proof of part performance was likened to the removal of a barrier. When the barrier is removed, we have still some way to go.

In *Modlen* v. *Snowball* (1861), 10 W.R. 24, an intending lessor failed to make good his claim, which was evidenced by the fact that the intended tenant had taken possession and had sub-let part, as well as by a document setting forth the agreement. The document showed that the grant was accepted on condition that a licence to retail liquor should be obtained. This had been refused, and thus, in spite of the entry and sub-letting, judgment was given for the defendant. Oral evidence of waiver of the condition was admitted but not believed.

In *Price* v. *Salusbury* (1863), 32 L.J. Ch. 441, the plaintiff, another intending landlord, was able to rely on two documents and on possession plus payment of rent. But when it came to the terms of the agreement it transpired that there had been a good deal of negotiation as to the parcels, and the plaintiff was unable to satisfy the court that complete agreement had been reached on this point. The plaintiff's evidence did show that he himself was convinced that agreement was once definite, but it had afterwards been modified and added to, and the result was "infinitely too vague and uncertain for the court to be able to satisfy itself that it could ascertain what the real terms were which, if ever, were settled." And "it was the first duty of the plaintiff to establish what the terms of the agreement were."

Intending tenants, too, have met with disappointment and found that their labours were wasted in cases of this kind. In *Blore* v. *Sutton* (1817), 3 Mer. 237, a builder had for several months been in possession of agreed premises and had laid out no less than £600 on them, and it was clear that he had done so on the strength of an agreement by which he was to be granted a ninety-nine years' lease containing the covenants usual on that particular estate. But as the parties had not agreed the date when the lease was to commence, the law could not help him. This decision was recently followed in *Edwards* v. *Jones* (1921), 124 L.T. 740, C.A., in which the intending tenant had taken possession under a written agreement providing for a long lease, but not naming any date on which it should commence to run. The question still remained, whether under the alleged agreement there were all the necessary definite provisions; part performance, therefore, did not appear to assist in the matter.

Our County Court Letter.

THE VALIDITY OF ARCHITECTS' CERTIFICATES.

THE above subject has been considered in two recent cases In *Griffin* v. *Jelfs*, at Bromsgrove County Court, the claim was for £62 9s. 10d., the balance of a builder's account, and the counter-claim was for £52 7s. 6d. for work omitted or improperly done. There was a preliminary objection that a condition precedent to the action had not been fulfilled, as the building contract provided that no money should be due until a final certificate had been given by the architect that the work was completed to his satisfaction. The plaintiff contended, however, that (1) the architect had shown bias in favour of the owner and against the builder, (2) his conduct therefore placed him outside the contract, and (3) his right to act as arbiter had been forfeited. It was held that evidence must be heard on this point, and the plaintiff stated that he had submitted a tender of £620, but the architect had pointed

out that (1) the owner wished to qualify for the subsidy, (2) this could be obtained if the price were reduced to £550, but the defendant would give a promissory note for the other £70 for "extras and fittings," (3) it would be necessary to complete the house by the 30th September, 1929. The house was not finished until October, when the plaintiff withheld the key owing to the refusal of the architect's certificate, but the defendant forced an entrance, and made no complaint about workmanship until June, 1930. The architect's evidence was that (1) although the subsidy was originally desired, it had not been applied for, (2) he had continually complained of the concrete, joinery, window sills and grates, (3) far from having any bias in favour of the defendant, he had always acted fairly between the parties. His Honour Judge Roope Reeve, K.C., observed that the architect was so zealous for the defendant that he had allied himself to a scheme which (though never carried out) was originally designed to defraud the local authority of public money. Such zeal might cause the architect to benefit the defendant by withholding the final certificate, and, although the plaintiff had been high-handed in refusing possession, he was nevertheless entitled to have his claim adjudicated upon by the court. It did not follow that he was entitled to anything, but the action was ordered to proceed, the details to be referred to an arbitrator.

In *Rogers Brothers Limited* v. *Hiller*, at Ipswich County Court, the claim was for £160 18s. 1d., the balance of a builders' account and there was a counter-claim for £130 for bad work. The plaintiffs relied upon the final certificate of the architect, with whom they had worked amicably, and contended that any claim by the defendant should be against the architect. The defendant's case was that (1) the house had been built under an entire contract, (2) there had been a breach owing to the non-completion of the house, which was damp and not up to specification, (3) the certificate was therefore not conclusive. A different architect gave evidence that (*a*) there was no material to prevent water from the outside reaching the inner skin of a hollow wall, (*b*) the latter contained (near the damp spot) an accumulation of mortar droppings, (*c*) the latter, together with the omission of lead flashings above the lintel, had caused the damage. The witness admitted, however, that the specification did not stipulate lead flashings, and the builder would not therefore be expected to provide them. The contention for the plaintiffs was that there was no case to answer, and His Honour Deputy Judge Rowley Elliston agreed that, although the contract was to build a house fit for occupation, this was limited by the specification. The only question was how far the mortar in the cavity had caused the dampness, and upon the evidence he held that the contract had been substantially completed. Judgment was therefore given for the plaintiffs on the claim and counter-claim, with costs.

The leading case upon this subject is *Hickman and Co.* v. *Roberts and Others* [1913] A.C. 229, in which the contract provided that the certificate should be final, but its issue was improperly delayed by the architect, under the influence of the owners. The builder therefore sued for £554 2s. 5d., and Mr. Justice Hamilton (as he then was) dismissed the action, but the Court of Appeal and the House of Lords held that the plaintiff was entitled to recover. The grounds of the decision were stated by Lord Ashbourne (at p. 234), viz., that "the architect did not preserve that attitude of judicial independence needed and required in the discharge of his responsible and difficult duties."

THE LAW CLERKS' DEBATING SOCIETY.

The Committee of the Law Clerks' Debating Society have arranged an up-river party for Sunday, the 14th June, 1931, and a few tickets at 4s. 6d. each are available. Applications for tickets and further particulars may be obtained from the Secretary, Mr. A. Walter Constable, c/o Merriman's, 3, Mitre Court, Temple, E.C.4.

In Lighter Vein.

The Week's Anniversary.

On the 18th May, 1689, Sir Robert Wright died in Newgate Gaol. As Chief Justice of the King's Bench under James II, he was concerned in a number of cases which brought him a full share of the unpopularity of his royal master. Therefore, on the King's flight, he found it prudent to go into hiding but, being discovered, he was committed to the prison where he shortly died.

His appointment to the Bench was purely political, for his legal knowledge was not impressive and his moral character far from edifying. Still, in minor points, he seems to have been an agreeable individual, handsome in person, a clever mimic and "airy and flourishing in his habits."

Counting the Cost.

The question of legal expenses has been recently under discussion in the press. Amongst other things it was pointed out that the trial of Kuerten, the Dusseldorf ripper, for a dozen murders cost less than half as much as the trial of Rouse for one. The obvious reason is that the latter case was strenuously defended while Kuerten's conduct was practically that of a famous cartoonist's conception of "The Spoil-Sport or The Criminal who Confessed Everything."

Naturally our old friends the Law Reform Association are still doing their best to keep alive the realisation that solicitors may still add 33⅓ per cent. to their bills. Still it may comfort them to reflect that in some respects legal costs stand where they did a century ago. At any rate, we have the authority of McCardie, J., for saying that £133 6s. 4d., the amount of the costs in *Bardell* v. *Pickwick*, would cover the average breach of promise action to-day.

As for the prohibitive price of the English writ, most lawyers agree that nothing would so encourage litigation as to reduce the cost of the first step which counts for so much. The Scots are not untrue to national tradition in charging only 13s. 7d.

Lord Stowell's Birthplace.

The recent case of a woman whose twins were born one in Durham and the other in Northumberland recalls the curious circumstance attending the birth of Lord Stowell in 1745.

Prince Charlie was marching south, and the mother of the future judge being then on the eve of her confinement was anxious to escape from Newcastle before the siege threatened by the Scots. She was therefore let down from the city walls in a basket and took refuge in a village over the Durham border where the child was born.

With that county as his birthplace, William Scott was eligible for the Oxford Scholarship which started him on the career that ended in a peerage and an Admiralty judgeship.

The Fair and the Foul.

The discussion as to whether jurywomen should be exempted from trying unpleasant cases was recently revived when Judge Woodcock excused two ladies from hearing a particular action. An official of the Women's Freedom League has written to the press to suggest, in effect, that on the whole female jurors ought to take the rough with the smooth and the foul with the fair. From many points of view this seems proper enough, but, of course, the paramount consideration must be the effect on the trial.

The subject recalls an amusing incident which occurred a few years ago. The jury about to be sworn in a case involving a certain amount of unsavoury evidence, included a woman whom the court offered to excuse. Nevertheless, so stoutly and resolutely did she insist on "doing her duty" that only by formal challenge was she removed from the jury. Even so, however, she chose to remain in court, noticing which the learned judge remarked that they were indeed fortunate whose duty thus coincided with their pleasure.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Income Tax—Settlement on Children with Power of Revocation with Consent of Two Persons.

Q. 2206. A voluntary settlement on three children is to be made, in order to avoid paying income tax on the sum settled. The form in "Rose's Conveyancing Precedents" (2nd ed., 1928) has in the main been adopted, and the only difficulty is in regard to cl. 12 of that precedent. The deed is to be made revocable with the consent of two persons, but it is not quite clear (even having regard to note 11 on page 416 of "Rose") whether or not the two persons given the power to consent to the settlor's revoking the settlement may consent to his revoking it in his own favour. Can this power be given without being obnoxious to the provisions of the Finance Act, 1922, or of any other Act?

A. A simple power revocation with the consent of two persons would, of course, enure (if it were exercised) for the benefit of the settlor unless specially limited to a revocation for the purpose of appointment to other persons, and it is considered that such a power does not render the settlement ineffective for the purpose mentioned. We do not, however, consider it is quite clear that a trust to hold the income upon protective trusts meets the case whilst a child is an unmarried infant. In case any child is an infant we should prefer to have an absolute trust to pay the income to him during his life or until he shall become bankrupt or execute any assignment of such income or any charge thereon, following the words of proviso (ii). It is also suggested that the power might be exercisable by the named persons or the survivor of them or other the trustees or trustee hereof for the time being not being the wife of the settlor. Otherwise there might be a difficulty if both the named persons died in the lifetime of the children.

Executor—Payment of Cost of Tombstone.

Q. 2207. A testator of some position in public life who recently died left real and personal estate of his own of the value of about £25,000 and was tenant for life of other property to the value of about £40,000. His will contained no directions as to the erection of a tombstone or memorial, but only the usual direction to "pay my funeral and testamentary expenses and debts." The funeral cost about £60 and a tombstone to cost £85 has now been erected by the widow (one of the executors). The other executor refuses to allow this latter sum to be paid out of capital. Although the writers consider the usual practice to be to pay a reasonable amount for a tombstone out of capital, they have not been able to find any authority to support this. Can you give a reference to any authority on the subject? Of course, it is realised that there being no direction in the will to erect a memorial, the expense is not allowable as a deduction for the purposes of estate duty and legacy duty.

A. We do not agree that the usual practice is to pay a reasonable amount out of capital for a tombstone. On the contrary, we believe the practice to be the reverse. The writer has on more than one occasion seen an express authority prepared and signed by all those interested in the residue requesting and authorising the executors to make such a payment. The cost of a tombstone is clearly not a debt of the deceased, or a funeral expense, nor is it a testamentary expense, these last being all such expenses as are necessary to obtain an effectual grant of probate: *Re Clemow* [1900] 2 Ch. 182; *O'Grady* v. *Wilmot* [1916] 2 A.C. 231.

Validity of Certificate of Industrial Disease.

Q. 2208. A workman in the course of his duties at a sugar beet factory had to turn on a tap of boiling beet juice, the steam condensation of which fell on his arms and hands, forming a liquid which caused dermatitis and consequent loss of employment. The certifying surgeon has given a certificate as "Dermatitis caused by steam from boiling sugar condensing on his hands thus forming a liquid, there were no doubt splashes of liquid as well." The objection has been taken that the certificate does not comply with the words of the Act—Sched. III of the Act of 1925 describes the disease or injury as "12 (*a*) Dermatitis produced by dust or liquids"—by s. 43, where the certifying surgeon certifies that the workman is suffering from a disease mentioned in the Third Schedule, and is thereby disabled from earning full wages, etc. The question is whether the fact that steam settling on the workman's arms and hands leaving liquid or splashes of liquid comes within the definition of liquid so as to be within the meaning of the words in the Third Schedule. It will be noticed that in the schedule the description of the process, in the course of which the disease is contracted, is given in several instances, but not in the case of dermatitis.

A. The objection that the certificate does not comply with the words of the Act can only be taken if it is too general in its description of a disease which is particularly specified in the schedule: see *Davies* v. *The Wern Tinplate Co.* (1922), 15 B.W.C.C. 242. The converse situation has arisen in the present case, as the certificate gives more particulars than the Act requires, and it does not appear that the elaboration nullifies the certificate. The dermatitis appears to be none the less produced by liquid, although there is an intermediate stage (viz., the transference from the tap to the arm) in which it was in the form of vapour. The certifying surgeon has safeguarded himself by the reference to the splashes (and it may be argued that he has invalidated his certificate by introducing an argument), but the opinion is given that the settling of steam nevertheless comes within the definition of liquid, within the meaning of Sched. III, and the certificate is therefore valid.

Rent Restriction Acts—Alternative Accommodation.

Q. 2209. A client of ours is the statutory tenant of a shop with dwelling-house over, and she has sub-let one floor of the dwelling-house, the sub-tenancy, of course, being also controlled by the Rent Restrictions Acts. Our client is anxious to get rid of the tenant, who is occasionally abusive, but he refuses to go. Our client has a daughter who assists her in the shop, and who is about to be married, and our client desires when the daughter is married to let the above-mentioned flat to her and her husband, so that the daughter may continue to be on the premises and assist her mother in the work of the shop. We shall be glad to have your opinion as to whether this is a sufficient ground for applying to the court for an order for possession, and whether it would be necessary to provide alternative accommodation.

A. Assuming the sub-tenant is protected as suggested in the question, there appears to be no way of obtaining possession even for the daughter unless alternative accommodation with security of tenure is offered. If the tenant of the dwelling-house was in actual possession of the rooms sub-let on 31st July, 1923, and the sub-tenancy commenced after that date, it is considered that s. 2 of the Act of 1923 probably applies, and

the sub-tenant is not protected. There was a difference of opinion in the Court of Appeal in *Lloyds* v. *Cook* and other cases [1929] 1 K.B. 103, but the opinion of the majority seems to be that the tenant is landlord within the Act *qua* his sub-tenant. This seems to be common sense, but it does not necessarily follow that it is law.

Trustee Abroad—Power of Attorney—Protection of Persons dealing with the Attorney.

Q. 2210. One of the two trustees of a trust for which we act went abroad over twelve months ago. Before the trustee went abroad he executed a power of attorney appointing an attorney to act in the trust on his behalf during his absence abroad jointly with the other trustee. The power, in accordance with the precedents, contained a provision that it should be irrevocable for one year if the principal should so long remain abroad. The trustee duly went abroad and the power was registered, and the position is now that the trustee has remained abroad for over one year, and there is at present no prospect of the trustee returning. The question now arises, how far persons dealing with the trustees are protected in accepting the signature of the attorney under the power. It is not possible apparently to obtain a new power as it has to be made on a declaration that the trustee is about to go abroad. Would a person dealing with the donee of the power be protected by the statutory declaration referred to in s. 25 (vii) of the Trustee Act, 1925, by reason of sub-s. (8) of that section? Would the attorney be safe in acting under the power as long as he has no notice of revocation? A point that may have some bearing on the question is that under s. 36 (1) of the Act, if a trustee remains out of the United Kingdom for more than twelve months, a new trustee may be appointed in his place. The precedent books give the clause providing for the power being irrevocable for one year, but on the other hand this would seem to be strictly incorrect in that the power is automatically revoked as soon as the donor returns to the United Kingdom.

A. Our subscribers are incorrect in thinking that a trustee already abroad cannot give a power under s. 25 of the Trustee Act, 1925. Such a power can be given by a trustee "intending to remain out of the United Kingdom for a period exceeding one month." (See Trustee Act, 1925, s. 25 (1).) The amendment of this section effected by L.P. (Amend.) A., 1926, Sched., was made to deal with the impossibility of filing the power within the period of ten days when it was executed in a far country. It would therefore be quite possible to have a fresh power. In our opinion a person dealing with the attorney under the existing power would be amply protected by the Trustee Act, 1925, s. 25, sub-s. (8), if he had no actual notice of revocation. With regard to the possible bearing of s. 36 (1) on the position, we do not think that, in a case where there are more trustees than one, the possibility of the absent trustee having, unknown to himself and his co-trustees, been displaced need be taken into serious consideration.

Death of Mortgagee—Trustee prior to 1926 without having Transferred to Self and New Trustees—Transitional Provisions of L.P.A., 1925.

Q. 2211. A, B and C were trustees of the will of X, having power to invest the trust funds upon the security of mortgages of real property. A considerable portion of the trust fund was invested on the security of a mortgage some years prior to 1926, and A, B and C all died prior to 1926, C being the surviving trustee. On the deaths of A and B new trustees, E and D, were appointed, but the mortgage to A, B and C was not transferred by C into the names of C, E and D. C made a will and appointed executors and trustees thereof. A point now arises as to whether the mortgage term of 3,000 years, which came into being on the 1st January, 1926, vests in the personal representatives of C (the surviving trustee) or whether it vested in the new trustees, E and D. I observe from your "Everyday Points in Practice," that you have expressed the opinion (but with some doubt, failing a decision on the point) that the mortgage term vested in the personal representatives of C, the surviving trustee. I also observe that there is some conflict between this opinion and an opinion you kindly forwarded to me on the 7th January, 1929, where the circumstances were similar, but the property in which case was copyhold, you having in the latter opinion stated that the mortgage term vested in the new trustees under L.P.A., 1925, Sched. I, Pt. 2, paras. 3 and 6 (*d*). I shall be much obliged if you will let me have your opinion on the facts before stated, having regard to any decisions on the points since the "Points in Practice" was published. A further point on which I should also like to have your opinion is that the original mortgagors to A, B and C were sisters of a religious community, two of whom have died subsequent to the mortgage, and by a conveyance made in 1923 the then surviving mortgagors conveyed the mortgaged property (subject to the mortgage) to themselves and ten others of the community. The mortgage has been paid off, and I shall be glad to have your views as to what recitals are necessary to be included in the receipt to be endorsed on the mortgage.

A. We assume that our subscriber refers to "Everyday Points in Practice," Pt. V, s. 1, Case 1. The writer, who was not responsible for the answer to that query, is not in agreement with the view there expressed, that, having regard to para. 6 (*a*) thereof, L.P.A., 1925, Sched. I., Pt. II, is *functus officio* when the term is vested in the actual mortgagee. He prefers the opinion that the two parts of the schedule operate simultaneously, and that though the personal representative of the trustee takes the term by virtue of Pt VII, yet it is then vested in the trustees by the provisions of Pt. II. A consideration of the eighth paragraph of Pt. II lends support to this opinion for it clearly contemplates the vesting of mortgage terms. So far as we know the position has not been the subject of judicial opinion. With regard to the latter question, we think that the death of the two sisters and the conveyance of the equity of redemption should be recited. No doubt the ladies are trustees for their order, but this will, of course, not be disclosed.

Right to use Land as Tennis Court—Easement or not—Registration.

Q. 2212. A contract for sale of land is dated ——, and on the same day an agreement was made between the vendor and purchaser that a portion of the land which formed part of a tennis court should remain as such for the use of the vendor and authorised persons for a period of three years from the date of completion of the sale. Completion has not yet taken place, and it is desired to know (*a*) whether this easement should be registered under the L.C.A., and (*b*) whether the property should be conveyed to the purchaser subject to the agreement. In other words, should the agreement be referred to in the conveyance?

A. From the information supplied it appears a little doubtful whether the privilege in point is an easement, as it does not appear to be attached to any tenement, but seems to be the personal right of the vendor. Every easement is enjoyed by some dominant over some servient tenement. If the right is an easement, and is reserved as a legal easement for the term of three years, no registration is necessary or indeed possible. If, on the other hand, the right is not an easement and cannot be reserved as a legal easement, it would appear possible and necessary to effect registration under L.C.A., 1925, s. 10, Class D (iii). We therefore advise that if there is a dominant tenement the right be reserved in the conveyance as a legal easement for the term of three years, in which case no registration will be necessary or possible; if, however, there is no dominant tenement, then we recommend that the right be reserved as an equitable right and registration be effected under the provision of L.C.A., referred to above.

Reviews.

The Land Drainage Act, 1930, by ALBAN DOBSON, C.B.E. Assistant Secretary, Minister of Agriculture and Fisheries, and HERBERT HULL, of the Inner Temple, one of the Junior Counsel to the Ministry. Oxford University Press. London: Humphrey Milford. 14s. net.

This volume, written by acknowledged experts on the particular subject of which it treats, will be found useful by members of the legal profession practising in those districts where land drainage has to be undertaken, as it embodies the whole of the law as at present effective in regard thereto. It is prefaced by an Introduction which sets out the history of land drainage in this country and shows how modern activities have developed as a result of the inevitable neglect of the subject during the war. The book contains no irrelevant matter, but is taken up exclusively with the presentation of the Act of 1930 which amended and consolidated all previous enactments and instituted a new organisation applicable to land drainage areas throughout the country. In addition to this principal Act—each section of which is admirably annotated (with references to all material case-law)—the volume contains the various statutory regulations to date, thus forming a complete exposition of the law. There is an excellent and accurate index which enables the reader to get at the point he is looking for with a minimum of trouble.

This department of legal activity has been effectively codified by the passing of the Act of 1930, and as the authors of the present volume point out, the statute provides for the first time machinery which will make it possible to set up comprehensive land drainage authorities for the main rivers of this country and to arm them not only with adequate powers to carry out the works necessary to maintain our rivers in a proper state of efficiency, but also with the necessary resources to pay for the same. The book now before us, quite apart from its legal aspect, is very readable and might with advantage be perused by any landowner or agriculturist interested in the subject who is desirous of understanding the intricacies of land drainage law or the why and wherefore of drainage rates.

Leading Cases in Conflict of Laws. By W. NEMBHARD HIBBERT, LL.D. pp. xxi and 298. London: Sweet and Maxwell, Ltd.; Stevens and Sons, Ltd. 21s. net.

This work is not intended as a complete treatise on the Conflict of Laws. It is a collection of the leading cases on the subject, without any general introduction or exposition of its principles. This is not a drawback in a work designed for students. As private international law in this country has been created and developed by means of the legislative activities of our judges, the best approach to the subject is by reference directly to those decisions in which its principles have been first laid down. The great merit of this collection of authorities is that the actual wording of important judgments has been given so that the accuracy of the report is guaranteed. Each case is preceded by a headnote setting out the principle decided, and great skill has been shown in eliminating all irrelevant and unnecessary detail. As a result the cases have been shortened without any loss of clarity, and by far the greater part of the work is occupied with carefully-selected passages from the judgments. The ground has been well covered; some 200 leading cases are reported, including last year's important decision, *Nachimson* v. *Nachimson* [1930] P. 217, on marriage. The leading cases have helpful notes which elucidate the point under consideration when this is necessary, and give briefly the subsequent cases in which the principle there laid down has been applied. The work can be used alone with profit. As, however, the subject matter is treated on the same lines as those followed in the same author's work "International Private Law," the two books can well be used together, each being supplementary to the other. Any student using Hibbert's "International Private Law" will find this book of cases makes all the difference between a dry and a living presentation of the subject. The principal drawback to this work, if it is a drawback, and on this opinions will differ, lies in the nature of the type employed. The author has not been content with a careful and brief exposition of each case: he has in addition emphasised in thick type all the most important passages in the judgments. This creates a patchy effect, as there are approximately three passages of such type to a page. The heavy type employed catches the eye, which tends to leap from passage to passage so emphasised, skipping the intermediate print. As not more than a couple of pages are given to each case on an average, the student might profitably have been left to discover unaided the important passages, more especially as he has in every case a helpful headnote to guide him. These tricks in printing have much to commend them in a penny paper where reading without thought has its advantages; but in the exposition of a subject such as private international law, any mechanical means which tends to bring swiftly to the mind the result of a decision without due appreciation of the logical steps by which it has been reached must, in the long run, be unprofitable. This criticism will not, however, appeal to the student faced with an examination, who will find this work invaluable.

A Treatise on the Law of Income Tax. By E. M. KONSTAM, K.C. Fifth edition. pp. 695. London: Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. £2 2s. net.

There is possibly no subject which it falls to the lot of the lawyer to consider which has greater need of elucidation than that of income tax, and this book is of considerable assistance in that respect. It is always intelligible, and, as far as any work on such a subject can be so, it is eminently readable, while the fact that this is the fifth edition which has been called for in its comparatively short life of ten years, is sufficient testimony to its accuracy, and the regard in which it is held, both among members of the profession, and outside the bounds of it. Further (and this is a great point in its favour), the book is well spaced out and clearly printed, making it a delightful work to refer to. It is particularly important, in the case of income tax work, that the practitioner should be up to date; and this work ensures his being so. The two most important cases of *Fry* v. *Salisbury House Estate Ltd.* [1930] A.C. 432, and *Commissioners of Inland Revenue* v. *Miller* [1930] A.C. 222, have received the attention they deserve from Mr. Konstam, and are frequently referred to throughout the text. Altogether a most useful work.

Books Received.

Laurance's Deeds of Arrangement; and Statutory Compositions and Schemes, with Precedents. Tenth Edition. S. E. WILLIAMS, Barrister-at-Law. Demy 8vo. pp. xi and (with Index), 259. London: Stevens & Sons, Ltd. 12s. net.

Henry Bournes Higgins. A Memoir. By NETTIE PALMER. 1931. Demy 8vo. pp. xi and (with Index) 284. London: George G. Harrap & Co., Ltd. 10s. 6d. net.

Jago v. *Swillerton and Toomer.* By H. B. CRESSWELL. 1931. Crown 8vo. pp. xii and 164. London: The Architectural Press. 5s. net.

Questions and Answers on Torts. By BERNARD SUSMAN, B.A. 1931. Demy 8vo. pp. iv and 105. London: Sweet and Maxwell, Ltd. 6s. net.

Indian Contract and Specific Relief Acts. By The Rt. Hon. Sir FREDERICK POLLOCK, Bart., K.C., D.C.L., and The Rt. Hon. Sir DINSHAH FARDUNJI MULLA, M.A., LL.B. Sixth Edition. 1931. Medium 8vo. pp. lxxxiv and (with Index) 948. London: Sweet & Maxwell, Ltd. 35s. net.

Notes of Cases.

Court of Appeal.

Stediford (Inspector of Taxes) *v.* Beloe.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
5th May.

REVENUE—INCOME TAX—VOLUNTARY PAYMENT TO SCHOOLMASTER ON RETIREMENT—MONEY RECEIVED BY VIRTUE OF OFFICE.

Appeal from a decision of Rowlatt, J., 47 T.L.R. 175.

The Rev. R. D. Beloe was appointed head master of Bradfield College in December, 1914. In February, 1928, he tendered his resignation, and the warden and council of the college at a meeting on 8th February, 1928, made the following minute: "It was decided, particularly in view of the head master's ill-health, that the resignation must be accepted, but with sincere regret." At a meeting of the warden and council on 21st March, 1928, it was unanimously resolved that he should be granted an immediate payment of £1,000 and an annual pension of £500 beginning from 2nd April, 1928. No beneficial scheme existed whereby Mr. Beloe could have qualified for a pension. The warden and council had the right at any time to cease the payment to him. Upon a claim by the Crown to income tax on the £500, Mr. Beloe appealed, and the Special Commissioners held, with considerable doubt, that the payment of the £500 was a voluntary payment; that as there was no consideration for it, Mr. Beloe had no right of action to enforce payment; and that it was not liable to income-tax. They considered that *Beynon* v. *Thorpe*, 72 SOL. J. 453, supported that view.

ROWLATT, J., upheld their decision and the Crown appealed. Mr. Beloe had died since the hearing before Rowlatt, J. The court dismissed the appeal.

Lord HANWORTH, M.R., said that the mere use of the word "pension" did not matter. In *Duncan's Executors* v. *Farmer*, an annuity granted under somewhat similar circumstances was held liable to tax, but it was granted in consideration of the recipient resigning his office, and so was not a mere voluntary payment liable to be revoked at any moment. In *Herbert* v. *McQuade*, the case of an incumbent receiving a grant from the Queen Victoria Clergy Sustentation Fund, Lord Collins said ([1902] 2 K.B., at p. 649): "A payment may be liable to income-tax, although it is voluntary on the part of the persons who made it, and . . . the test is whether, from the standpoint of the person who receives it, it accrues to him in virtue of his office . . . if we once get to this—that the money has come to, or accrued to, a person by virtue of his office—it seems to me that the liability to income-tax is not negatived merely by reason of the fact that there was no legal obligation on the part of the persons who contributed the money to pay it." In the present case, however, there was something more than the fact that it was a mere voluntary payment. Mr. Beloe was not entitled to expect any payment; he was not within any scheme. It was paid, no doubt, because of services previously rendered, but not because it was part of any contract under which he had rendered those services. It was not a case where the contract had contemplated any right to receive a sum when the services ended, and they had in fact ended, so that the employment was at an end. It was difficult, therefore, to say that it had been received "by virtue of his office." *Drummond* v. *Collins* [1915] A.C. 1011 and *Lord Tollemache* v. *Inland Revenue Commissioners*, 43 T.L.R. 58, were not in point, for they were cases of benefits received under trusts. Very different was the case of Mr. Beloe, who could not be said to have been a beneficiary under any trust, enjoying as of right.

COUNSEL: *R. P. Hills* (*Sir William Jowitt*, K.C., A.-G. with him) for the Crown; *A. M. Latter*, K.C., and *Cyril King*, for the executors of Mr. Beloe.

SOLICITORS: *Solicitor of Inland Revenue*; *Messrs. Crossman, Block, Matthews and Crossman.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Golfing Amusements, Limited *v.* Everard and Ellis.

Roche, J. 20th March.

CONTRACT—SALE OF GOODS—ORAL AGREEMENT—ACCEPTANCE—NO DELIVERY—SALE OF GOODS ACT, 1893 (56 & 57 Vict., c. 71), s. 4 (1), (3).

The plaintiffs in this action, Golfing Amusements, Limited, claimed from the defendants, Everard and Ellis, £150 for a miniature golf course, which they alleged they had bargained and sold to the defendants, and £4 1s. 9d. for putters and golf balls. The alleged contract was oral. The defendants denied liability and contended that there never had been a contract of purchase; they relied on s. 4 of the Sale of Goods Act, 1893. The plaintiffs admitted that there was no memorandum in writing sufficient to satisfy that section, but they alleged first, that by the act of the defendants their position was altered from that of vendor to that of bailee of the goods; and secondly, that after the golf set had been made, and while at their factory awaiting delivery orders from the defendants, the latter caused the plaintiffs to make certain alterations to the set. They contended that those alterations having been made at the express request of the defendants, that constituted an acceptance within the meaning of sub-s. (3) of s. 4 of the Act of 1893. His Lordship, by consent of the parties, first gave judgment on the facts and found in favour of the plaintiffs. After further argument by counsel on s. 4.

ROCHE, J., said that, although there was an acceptance within the meaning of sub-s. (3) of s. 4 of the Sale of Goods Act, 1893, sub-s. (1) of that section required an acceptance and actual receipt. There was no actual receipt in the present case, the plaintiffs having admitted in evidence that there never was any attempt at delivery. Judgment for the defendants, without costs.

COUNSEL: *Linton Thorpe*, for the plaintiffs; *St. John Field*, for the defendants.

SOLICITORS: *Gordon Gardiner, Carpenter & Co.*; *Stow, Preston & Lyttelton*, agents for *Charsley & Reynolds.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Widnes Foundry (1925), Ltd. *v.* Cellulose Acetate Silk Co., Ltd.

Wright, J. 20th March.

CONTRACT — TIME STIPULATION — BREACH — DAMAGES — PENALTY OR LIQUIDATED DAMAGES.

The plaintiffs in this action, Widnes Foundry (1925), Ltd. claimed from the Cellulose Acetate Silk Co., Ltd., £19,750, the agreed cost of an acetone recovery plant delivered to and erected for the defendants by the plaintiffs under a written agreement of the 8th March, 1927. The claim was not disputed, but the defendants counter-claimed for damages on the ground of the alleged failure of the plaintiffs to deliver and erect the plant within the contract time. In their reply the plaintiffs relied on a clause in the contract which stated that, in the event of delivery not being effected and the plant erected in eighteen working weeks from final approval of the drawings, they, the plaintiffs, should pay £20 per working week by way of penalty for every week in which they were in default. They alleged that that sum was liquidated damages fixed by the contract and was the only damage the defendants could recover. His Lordship found on the facts that the plaintiffs had exceeded the period fixed by the contract by thirty weeks, and he assessed the loss suffered by the defendants in consequence thereof at £5,850. The question was whether the contract figure of £20 per week was the only sum the defendants could recover on the plaintiffs' defaulting.

WRIGHT, J., held that the sum of £20 per week stipulated in the contract was a penalty and that the defendants were entitled to recover the actual damages they had suffered by reason of the plaintiffs' delay, namely, £5,850. It could not

be said in this case that the damage to be reasonably anticipated, in the event of delay, was either indirect or uncertain in its nature. Judgment for the defendants on the counter-claim.

COUNSEL: *Rayner Goddard*, K.C., and *O'Hagan*, for the plaintiffs; *Serjeant Sullivan*, K.C., *Gilbert Paull* and *J. H. Goldie*, for the defendants.

SOLICITORS: *Hall, Brydon & Chapman; Gedge, Fiske & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Nash *v.* **Shepheard.** Charles, J. 28th April.

LOTTERY—SALE OF HALF-TICKET—AGREEMENT TO PAY COMMISSION—AGREEMENT NOT PERFORMED.

The plaintiff in this action, William T. Nash, a bookmaker and a member of the Beaufort Club, claimed commission on the sale of a share in a winning ticket and on the money won by the share retained by the defendant, John Simpson Shepheard, in the Stock Exchange Mutual Subscription Fund (the Stock Exchange "Sweep") on the Derby for 1930. The defendant had drawn the ticket for Iliad, the horse which finished second. The plaintiff alleged that by an oral agreement made on the 20th May, 1930, he was employed by the defendant as his sole agent to negotiate the sale of a part share in the ticket for Iliad on the terms that he was to receive 5 per cent. commission on the sale price and also on any prize which the defendant might win through the ticket. A half-share of the ticket was in fact sold by the defendant himself for £550, and the half retained by him won a prize of £5,000. The plaintiff now claimed £277 10s., being 5 per cent. of the two sums of £550 and £5,000, and, alternatively, he claimed the same amount on a *quantum meruit*. The defendant denied the alleged agreement, and said further, that the Stock Exchange "sweep" was a lottery, and that the alleged agreement was consequently illegal. It was said on behalf of the defendant that it was an essential part of the contract, if not the whole of it, that the plaintiff should try to sell the half-share in the ticket, and that on the plaintiff's own evidence he had not performed his agreement. It was submitted for the plaintiff that the contract whereby the defendant employed the plaintiff was to advise him in all matters relating to the ticket; the material part of the arrangement was not that the plaintiff should find a purchaser for the half-share of the ticket, but that he should do everything that he could to protect the defendant's interests.

CHARLES, J., said that it did not become necessary for him to say whether or not the Stock Exchange Mutual Subscription Fund was a sweepstake or a lottery, because he found that the agreement made was an agreement that the plaintiff should sell a half-share in the ticket, and that, in fact, he never did so, and was not, therefore, entitled to any remuneration whatever. He was not entitled to a *quantum meruit* as he had done nothing. Judgment for the defendant, with costs.

COUNSEL: *J. P. Eddy* and *Armstrong Cowan*, for the plaintiff; *G. R. Blanco White*, for the defendant.

SOLICITORS: *L. O. Glenister & Son; Timothy Donovan.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Smith *v.* **Smith.** Langton, J. 1st April.

DIVORCE—PRACTICE—CONSENT ORDER FOR MAINTENANCE—PAYMENT DURING JOINT LIVES "UNCONDITIONALLY"—ABSENCE OF "LIBERTY TO APPLY" AND "UNTIL FURTHER ORDER"—PETITION FOR DECREASE—DISMISSAL BY REGISTRAR ON GROUND OF WANT OF JURISDICTION—SUCCESSFUL APPEAL—WIFE'S COSTS—JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 190, sub-s. (2)—MATRIMONIAL CAUSES RULES, 1924, r. 63.

Summons adjourned into court.

This was an appeal from an order of the Registrar dismissing the petition of a husband respondent for reduction of maintenance. On 18th December, 1922, a decree absolute of dissolution was pronounced in favour of the wife. On 19th December, 1922, she obtained upon her petition for maintenance a consent order, under which the husband was to pay her £300 per annum, free of tax, during their joint lives unconditionally. On 18th December, 1930, the husband petitioned for decrease of maintenance. On 19th February, 1931, the Registrar dismissed the husband's petition on the ground that there was no jurisdiction to vary a consent order which did not contain some provision for future variation such as "liberty to apply" or "until further order."

LANGTON, J., in giving judgment, said that the question to be determined was whether a consent order for maintenance could be varied. Under s. 190, sub-s. (2), of the Judicature Act, 1925, and Divorce Rule 63, the position was clear. The court had power to make an order for maintenance and to hear subsequent petitions for increase or decrease. It was also perfectly clear that the court would have had power to make the order for maintenance without the consent of the parties at all, and that the present petition for reduction was well within the ambit of the statute. It had been suggested on behalf of the wife that there was an established practice in the Divorce Division whereby, if an order by consent had once been made on any question of maintenance and there were no such words of release as "liberty to apply" or "until further order," that that consent order stood as a bargain between the parties which the court could not vary. That was tantamount to saying that the proviso in the statute as to variation was of no effect. No direct authority had been cited showing that such a practice existed and was recognised and approved by the court, and no real guidance was to be obtained from *Hall* v. *Hall* [1915] P. 105, which had principally been relied upon to support the contention that such a practice existed. Further, it was doubtful if the mere existence of such a practice could curtail the statutory right. Of course, if the parties knew of such a practice, it might be said that they had agreed upon a bargain which ought not to be disturbed. With regard to the submission that it was the custom to make orders by consent on matters which were not strictly within the jurisdiction of the court, he (his lordship) agreed that the authorities showed that it would be difficult to get such orders as those varied, but where rights were given by statute the situation was far different. He did not believe that any practice had grown up to make an order, which was plainly variable, finally and for ever binding on the parties to the exclusion of their statutory rights. As to the meaning of the word "unconditionally" in the order, he construed that in its natural meaning—"without conditions"—that was, without conditions which might have been imposed. There was no such practice of the court as had been suggested and the petition therefore would be referred back to the Registrar for investigation. The wife would be allowed her costs of the summons. Leave to appeal was given.

COUNSEL: *Tyndale* for the husband; *The Hon. Victor Russell* for the wife.

SOLICITORS: *Collyer-Bristow & Co.; Smith & Hudson*, for *Laverack, Wray, Iveson & Co.*, Hull.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Obituary.

MR. A. B. TALBOT.

Mr. Arthur Bass Talbot, solicitor, Leicester, died in the Royal Infirmary in that city on the 25th April at the age of sixty. He was very widely known as the witty and clever defending counsel in Dunmow Flitch Trials in various parts of the country. The author of several plays, he was a clever actor and took a prominent part in local theatricals.

Correspondence.

Licences to Assign: The Landlord's Costs.

Sir,—I can most heartily sympathise with the lessee referred to in your issue of the 25th April.

I was tenant for a term of years of a flat from a landlord who was a solicitor. On applying for a licence to assign I was informed that his fee was £3 3s. I remonstrated that this was outrageous as all that was required was a short document signed by himself, but he was adamant.

On the theory of (nearly) "anything for a quiet life," I paid, but I cannot imagine how his costs for the licence could have come to that figure.

Personally, I feel that, when one solicitor deals with another in their individual capacities and not as representing clients, in the matter of costs "the wind should be tempered" to a certain extent.

Cannon Street, E.C.4. ANOTHER SOLICITOR.
5th May.

Sir,—The views expressed by your correspondent, "A Solicitor," in your issue of 2nd May, are so entirely creditable to the members of an honourable profession, and in harmony with the motives which prompted my contribution, that I have only one further observation to make upon it. I do not think the court would, or ought to, resent its time being taken up by an action for a declaration, if well founded. Though the pecuniary amount involved would be "trumpery," it would not be the issue. An excessive demand by the landlord or his solicitor, accompanied by a withholding of the licence, and a threat of a suit for breach, or even for forfeiture against the assignee, if the lessee goes on without the licence, puts the lessee in a quandary and in fear, from which he can only obtain relief by a declaration from the court, one of the fundamental functions of which is to protect the weak and defenceless.

9th May. YOUR CONTRIBUTOR.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Land (Utilisation) Bill.
Motion to advance Third Reading agreed to. [13th May.
Architects (Registration) Bill.
Committee. [13th May.
Ancient Monuments Bill [H.L.]
Returned from Commons agreed to, with amendments. [6th May.
Local Authorities (Publicity) Bill.
Read Second Time. [12th May.
London Squares Preservation Bill.
Read Third Time and passed. [7th May.
Marriage (Prohibited Degrees of Relationship) Bill.
Read First Time. [6th May.
Merchant Shipping (Safety and Load Line Conventions) Bill.
Read First Time. [7th May.
Pharmacy and Poisons Bill [H.L.].
Read Third Time and sent to the Commons [30th April.
Public Offices (Sites) Amendment Bill.
Commons Resolutions agreed to. [30th April.
Small Landholders and Agricultural Holdings (Scotland) Bill.
Committee. [12th May.
Widows, Orphans and Old Age Contributory Pensions Bill.
Read First Time. [6th May.
Workmen's Compensation Bill.
Read First Time. [28th April.

House of Commons.

Agricultural Land (Utilisation) Bill.
Reported with Amendments. [7th May.
Agricultural Marketing Bill.
In Committee. [7th May.
Architects (Registration) Bill.
As amended in the Standing Committee; Read Third Time and passed. [17th April.
Criminal Justice (Amendment) Bill.
Read First time. [28th April.
Employment Returns Bill.
Read Second Time. [17th April.
Housing (Rural Workers) Amendment Bill.
Committee. [12th May.
Leasehold Enfranchisement Bill.
Motion for Second Reading. [1st May.
Local Authorities (Publicity) Bill.
Read Third Time. [1st May.
London Passenger Transport Bill.
In Committee. [12th May.
Marriage (Prohibited Degrees of Relationship) Bill.
As amended (in the Standing Committee) considered; read Third Time and passed. [1st May.
Mining Industry (Welfare Fund) Bill.
Read Third Time and passed. [12th May.
National Industrial Council Bill.
Second Reading deferred. [30th April.
Palestine and East African Loans Bill.
Read Second Time and committed. [30th April.
Petroleum Bill.
Read First Time. [22nd April.
Proprietary Medicines Bill.
Read First Time. [11th May.
Representation of People (No. 2) Bill.
In Committee. [12th May.
Rural Amenities Bill.
Withdrawn. [14th April.
Salvation Army Bill.
In Committee. [30th April.
Shops (Sunday Trading Restriction) Bill.
Read First Time. [29th March.
Summary Jurisdiction (Appeals) Bill.
Read Second Time and committed. [24th April.
Sunday Performances (Regulation) Bill.
Read Second Time. [20th April.
Town and Country Planning Bill.
In Committee. [12th May.
Vaccination Bill.
Read First Time. [29th March.
Widows, Orphans, and Old Age Contributory Pensions Bill.
Considered in Committee; reported without amendment; read Third Time and passed. [30th April.
Workmen's Compensation Bill.
As amended (in the Standing Committee) considered; Read Third Time and passed. [24th April.
Works Council Bill.
Second Reading deferred. [30th April.
Sharing Out Clubs (Regulation) Bill.
Read Second Time. [24th April.

Questions to Ministers.

POST OFFICE (REPLY ENVELOPES).

Sir N. GRATTAN-DOYLE asked the Postmaster-General whether he will consider introducing into this country the system operating in the United States of America whereby reply envelopes in business communications can be posted and delivered without previous stamping.

Mr. ATTLEE: It is open to doubt whether this system would be sufficiently used in this country to justify its introduction, but I should be prepared to give the matter favourable consideration if a substantial demand appears to exist. [6th May.

CRIMINAL PROCEEDINGS (PRESS REPORTS).

Sir N. GRATTAN-DOYLE asked the Attorney-General whether he proposes to take any steps to limit the opportunities for Press reports of the preliminary stages of criminal proceedings in serious cases.

Mr. CLYNES: The matter is one for the courts whose attention, no doubt, is now being directed to such matters by what has been said in another place and by questions asked in this House. Examining justices have power to hear evidence wholly or partly *in camera* and, if they have cause to consider whether certain evidence is properly admissible, they may, if they think fit, clear the court while that matter is being considered and during the taking of any evidence which has been objected to as inadmissible, but which they have nevertheless decided to admit. [6th May.

Legal Notes and News.

Honours and Appointments.

Mr. A. C. ALLIBONE, solicitor, having intimated his intention of retiring at the end of June next, the Wakefield City Council have appointed Mr. T. C. GRIMSHAW (at present Deputy Town Clerk) as his successor at a salary of £1,000 per annum.

Mr. J. HARPER SMITH, LL.B., Assistant Solicitor in the department of the Town Clerk of Walsall (Mr. P. H. Thomas), has been appointed Assistant Town Clerk of Rochdale to fill the vacancy caused by the resignation of Mr. John Heys—recently appointed Senior Assistant Solicitor in the office of Mr. F. E. Warbreck Howell, Town Clerk of Manchester.

Mr. F. E. WARBRECK HOWELL, solicitor, Town Clerk of Manchester, has been appointed Chairman, and Mr. R. M. MIDDLETON, solicitor, Town Clerk of Lancaster, has been appointed Hon. Secretary and Treasurer of the North Western Branch of the Society of Town Clerks.

Mr. PHILIP JOHN RUTLAND, J.P., solicitor, senior member of the firm of Rutland & Crauford, 69, Chancery-lane, W.C., and of Rutland and Taylor, of High Wycombe, past President of the Berks, Bucks and Oxfordshire Incorporated Law Society, past member of the Bucks County Council and London County Council, and past President of the High Wycombe and District Chamber of Commerce, was on the 27th ulto presented with the freedom of the Borough of Chepping Wycombe in recognition of his eminent services to the borough (his native town) as Mayor and a Licensing Justice of the Peace, as founder of the High Wycombe and District Nursing Institution, and donor of the Maternity Home and of the Cottage and Allotment Prizes Fund and of the Rutland Hospital Trust, and as a worthy citizen.

Mr. MALCOLM SCOTT, solicitor, Leyburn, has been appointed Clerk to the Reeth (Yorks) Rural District Council in succession to the late Mr. A. H. Wilkinson.

Mr. RALPH G. ROBERTS, Town Clerk's Office, Cardiff, has been appointed Deputy Public Assistance Officer for that city and county borough.

Mr. G. W. HEARD, J.P., solicitor, 17, Coleman-street, E.C., has been elected Chairman of the Benfleet Urban District Council.

Mr. J. R. JORDAN, solicitor, Bala, has been appointed Registrar of the County Court of Dolgelly vacant by the death of the late Mr. J. C. Hughes. He has also been appointed Registrar of the County Courts of Bala and Corwen in succession to Mr. L. Lloyd John, who retires on the 30th June after forty-five years' service.

Mr. LEONARD W. WEST, O.B.E., LL.D., J.P., D.L., has been appointed a representative of Buckinghamshire on the Thames Conservancy Board. Dr. West was formerly one of the Law Society's tutors, and is Chairman of the Bucks County Council.

Professional Announcements.

(2s. per line.)

Mr. WILLIAM ERNEST HAMLIN, solicitor, in practice as Hamlins, Grammer & Hamlin at 29/30, High Holborn, W.C.1, 3, St. Mark's-place, Wimbledon, S.W.19, and at Surbiton and Norbury, has taken into partnership as from the 5th April, 1931, Mr. JOHN HARRY RICHARDSON. The name of the firm remains unchanged.

Owing to the death of Mr. John Druitt, the firm of Druitt and Sons, solicitors, Christchurch, has now become amalgamated with Messrs. J. & W. H. Druitt, of Borough-chambers, Bournemouth, and the business will in future be carried on under the latter name at No. 6, Castle-street, Christchurch. The telephone number will remain unchanged.

Professional Partnerships Dissolved.

ARTHUR CHARLES AKEROYD, JOHN EDGAR SANGER and ARTHUR JOHN CROSLEGH HIRST, solicitors, 5, Harrison-road, Halifax, in the County of York (Hirst, Whitley & Akeroyd), expired on 31st March, 1931. As from that date A. C. Akeroyd and J. E. Sanger will continue the business under the same style or firm of Hirst, Whitley and Akeroyd, and at the same address. A. J. C. Hirst will practise on his own account at Imperial Chambers, George-square, Halifax.

GEORGE SMITH and GRAHAM GOULD SMITH and FRANCIS GOULD SMITH, solicitors, Horbling and Donington and Sleaford, all in the County of Lincoln (B. Smith & Co.) dissolved by mutual consent as from 31st March, 1931, as far as concerns G. Gould Smith, who retires from the firm. G. Smith and F. Gould Smith will continue to carry on the business under the same style or firm.

Wills and Bequests.

Mr. James Cranstoun, K.C., of The Cloisters, Temple, E.C., left estate of the gross value of £46,643, with net personalty £46,118. He gave Garden Cottage, Drayton St. Leonards, Oxford, with the grounds on both sides of the River Thame, and £700 for the maintenance, to the Royal Society of Arts, in order that they may preserve the same in its present condition. Subject to a life interest of his sister, Margaret Cranstoun, he left the residue of the property to various charities.

Mr. Frederick Fernihough, of Leopold-road, W., clerk and solicitor to the Brentford and Chiswick Urban District Council left estate of the gross value of £6,950, with net personalty £6,764.

Mr. W. T. Harvey, solicitor, Clacton-on-Sea (late of Messrs. Harvey & Green, of Lindgate Hill), left estate of the gross value of £7,831, with net personalty £6,831.

SWEEPSTAKES FOR HOSPITALS.

A bill introduced by Senator Barnard to legalise hospital sweepstakes in Canada was given a second reading in the Senate and referred to a special committee on Saturday last.

Mr. Barnard pointed out that the bill provided that sweepstakes would be conducted under regulations by the Attorney-General of each Province, and only in Provinces where the Attorney-General gave his consent. He stated that thousands of dollars were going out of Canada every year to British and foreign sweepstakes, and he thought the money might be kept for local charitable institutions.

GUEST NIGHT AT THE INNER TEMPLE.

The experiment of having a fixed barristers' guest night at the Inner Temple, inaugurated on Thursday in last week, is stated to have been a complete success, and to have given every satisfaction to the members of the Inn.

The guests, limited at present to a dozen, have the privilege of dining-in-hall with their hosts. One of the guests on Thursday was a woman, the guest of a woman barrister.

We understand it is intended to have one guest night in each term, on a date fixed by the Treasurer.

HOTEL WITNESSES IN DIVORCE SUITS.

During the hearing of an undefended divorce suit in the Divorce Court, recently, Mr. Justice Bateson commented on an alleged practice at some hotels whereby a payment of two guineas had to be made by solicitors before they were allowed to interview hotel employees about pending suits.

Mr. Victor Russell, in reply to his lordship, said that it was quite a usual payment.

Mr. Justice Bateson: It sounds highly improper if an hotel gets two guineas for doing nothing but give permission for some witness to be interviewed. This is the first time that I have heard of it. Do they all charge the same? Is there a tariff?

NEW BAILIFF OF JERSEY.

The King has approved a recommendation of the Home Secretary that Mr. C. E. Malet de Carteret, at present Attorney-General of Jersey, shall be appointed Bailiff of Jersey in succession to Sir William H. Venables-Vernon, who has resigned.

SOLICITOR ADOPTED AS PARLIAMENTARY CANDIDATE.

Mr. C. Leslie Hale, solicitor, Coalville, has, says the *Leicester Mail*, been adopted by the Loughborough Liberal Association as prospective Liberal candidate for that division. Mr. Hale stood as Liberal candidate for South Nottingham in the last election. He was admitted in 1923.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

THE SUMMER ASSIZES FIXTURES.

The *London Gazette* last night announced the following days and places fixed for the Summer Assizes, 1931 :—

MIDLAND CIRCUIT (Mr. Justice Branson).—Wednesday, 20th May, at Aylesbury ; Monday, 25th May, at Bedford ; Friday, 29th May, at Northampton ; Thursday, 4th June, at Leicester ; Wednesday, 10th June, at Oakham ; Thursday, 11th June, at Lincoln ; Thursday, 18th June, at Derby ; Saturday, 27th June, at Nottingham. (Mr. Justice McCardie). —Monday, 6th July, at Warwick. (Mr. Justice McCardie, Mr. Justice Swift).—Monday, 13th July, at Birmingham.

SOUTH-EASTERN CIRCUIT (Mr. Justice Avory).—Monday, 18th May, at Huntingdon ; Wednesday, 20th May, at Cambridge ; Tuesday, 26th May, at Bury St. Edmunds ; Saturday, 30th May, at Norwich ; Saturday, 6th June, at Chelmsford. (Mr. Justice Horridge).—Saturday, 13th June, at Hertford ; Thursday, 18th June, at Maidstone ; Saturday, 27th June, at Kingston-upon-Thames ; Monday, 6th July, at Lewes.

NORTH-EASTERN CIRCUIT.—Wednesday, 17th June, at York ; Monday, 22nd June, at Durham ; Tuesday, 30th June at Newcastle ; Wednesday, 8th July, at Leeds. The Judges are Mr. Justice MacKinnon and Mr. Justice Finlay. Civil and criminal business and divorce causes will be taken at all the towns.

INSANITY AS GROUND FOR DIVORCE.

The Seine Tribunal has created a new legal precedent by adding the affliction of madness to the numerous other reasons for obtaining a divorce.

M. Puiles, a Paris workman, obtained a divorce on the ground that his wife, being insane, had rendered his life intolerable.

CORONERS.

There are 350 coroners in England and Wales, of whom 310 are lawyers, thirty are medical men, whilst there are ten who devote the whole of their time to the duties, holding both legal and medical qualifications.

Insurance Notes.

THE ALLIANCE ASSURANCE COMPANY, LIMITED.

The report of the directors, with statements of accounts for the year 1930, was submitted to the members at the annual general court held at the head office of the company in Bartholomew Lane, on Wednesday, the 13th May, at 12 noon, when a dividend of 18s. per share (less income tax) out of the profits and accumulations of the company at the end of last year was declared. An interim dividend of 8s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will become payable on the 4th July next.

Mr. Lionel N. de Rothschild was elected Chairman of the Company in place of Mr. Charles E. Barnett, who had signified his desire to relinquish the office of chairman. Mr. Barnett is continuing as a director of the company.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE MAUGHAM. Witness Part II.
M'nd'y May 18	Mr. More	Mr. Jolly	Mr. Blaker	Mr.*Ritchie
Tuesday .. 19	Ritchie	Hicks Beach	Jolly	*Blaker
Wednesday 20	Andrews	Blaker	Ritchie	*Jolly
Thursday . 21	Jolly	More	Blaker	Ritchie
Friday 22	Hicks Beach	Ritchie	Jolly	*Blaker

DATE	MR. JUSTICE BENNETT. Witness Part I.	MR. JUSTICE CLAUSON. Witness Part II.	MR. JUSTICE LUXMOORE. Witness Part I.	MR. JUSTICE FARWELL. Non-Witness.
M'nd'y May 18	Mr. Jolly	Mr.*Hicks Beach	Mr.*More	Mr. Andrews
Tuesday .. 19	*Ritchie	*Andrews	Hicks Beach	More
Wednesday 20	Blaker	*More	*Andrews	Hicks Beach
Thursday . 21	*Jolly	Hicks Beach	More	Andrews
Friday 22	Ritchie	Andrews	*Hicks Beach	More

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The WHITSUN VACATION will commence on Saturday, the 23rd day of May, 1931, and terminate on Tuesday, the 26th day of May, 1931, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 21st May, 1931.

	Middle Price 13 May 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	93½	4 5 7	—
Consols 2½%	59	4 4 9	—
War Loan 5% 1929-47	102¾xd	4 17 4	—
War Loan 4½% 1925-45	101½	4 8 8	4 7 8
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	97	4 2 6	4 3 3
Conversion 5% Loan 1944-64	105½	4 14 9	4 13 6
Conversion 4½% Loan 1940-44	103	4 7 5	4 5 6
Conversion 3½% Loan 1961	82	4 5 4	—
Local Loans 3% Stock 1912 or after	68½	4 7 7	—
Bank Stock	266½	4 10 1	—
India 4½% 1950-55	79½	5 13 2	6 2 3
India 3½%	59½	5 17 8	—
India 3%	49½	6 1 3	—
Sudan 4½% 1939-73	100	4 10 0	4 11 0
Sudan 4% 1974	90	4 8 11	4 12 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	87½	3 8 7	4 2 0
Colonial Securities.			
Canada 3% 1938	92	3 5 3	4 8 6
Cape of Good Hope 4% 1916-36	96	4 3 4	4 16 0
Cape of Good Hope 3½% 1929-49	85	4 2 4	4 15 7
Ceylon 5% 1960-70	103	4 17 1	4 16 6
*Commonwealth of Australia 5% 1945-75	70	7 2 10	7 3 11
Gold Coast 4½% 1956	99	4 10 11	4 11 4
Jamaica 4½% 1941-71	98	4 11 10	4 12 4
Natal 4% 1937	96	4 3 4	4 18 0
*New South Wales 4½% 1935-1945	50	9 0 0	9 15 0
*New South Wales 5% 1945-65	55xd	9 1 10	9 2 10
New Zealand 4½% 1945	92½	4 17 4	5 4 6
New Zealand 5% 1946	98½	5 1 6	5 1 3
Nigeria 5% 1950-60	104	4 16 2	4 14 2
*Queensland 5% 1940-60	60	8 6 8	8 10 0
South Africa 5% 1945-75	102½	4 17 7	4 17 5
*South Australia 5% 1945-75	70	7 2 10	7 14 6
*Tasmania 5% 1945-75	73	6 17 0	7 1 6
*Victoria 5% 1945-75	62	8 1 3	8 2 0
*West Australia 5% 1945-75	65	7 12 3	7 13 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	105	4 15 3	4 15 6
Cardiff 5% 1945-65	103	4 17 1	4 15 9
Croydon 3% 1940-60	75	4 0 0	4 11 0
Hastings 5% 1947-67	102	4 18 0	4 17 6
Hull 3½% 1925-55	83	4 4 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57xd	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68xd	4 8 3	—
Metropolitan Water Board 3% "A" 1963-2003	67	4 9 7	—
Do. do. 3% "B" 1934-2003	69	4 6 11	—
Middlesex C.C. 3½% 1927-47	88	3 19 7	4 12 0
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	103	4 17 1	4 14 10
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83	4 16 5	—
Gt. Western Railway 5% Rent Charge	100¼	4 19 6	—
Gt. Western Rly. 5% Preference	86	5 16 3	—
L. & N.E. Rly. 4% Debenture	74	5 8 1	—
L. & N.E. Rly. 4% 1st Guaranteed	62½	6 8 0	—
L. & N.E. Rly. 4% 1st Preference	40	10 0 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 3 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	63½	5 17 8	—
L. Mid. & Scot. Rly. 4% Preference	40	10 0 0	—
Southern Railway 4% Debenture	82½	4 17 0	—
Southern Railway 5% Guaranteed	97½	5 2 7	—
Southern Railway 5% Preference	82½	6 1 3	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

For SALE by AUCTION on JUNE 11TH next, at the LONDON AUCTION MART, E.C.4.,

FREEHOLD INVESTMENTS.

21, HIGH STREET, SOUTH NORWOOD.

Excellent shop with 1st Floor, Yard and rear Buildings, in a fine trading position, frontage 25ft., depth 93 ft. Let for about 10 years unexpired.

PRODUCING ONLY £80 PER ANNUM.
VALUABLE REVERSION IN 1941.

Solicitors: Messrs. Solomon, Staddon & Barnes, 58, Finsbury Pavement, E.C.

137-137A, GRAY'S INN ROAD, W.C.1.

Two Shops, with Upper Part, let, producing about £427 per annum.

165, OSSULSTON STREET, ST. PANCRAS, N.W.1.

Two Shops with Two Upper Floors, let, producing about £126 per annum.

For Sale in Two Lots.

Solicitors: Messrs. E. V. Brown & White, Wheeler Gate, Nottingham.

Auctioneers: Messrs.

HILLIER PARKER, MAY & ROWDEN

27, MADDOX-STREET, LONDON, W.1.

SUMMERSELL & WADSWORTH

SURVEYORS, VALUERS, and AUCTIONEERS,
11, SACKVILLE-STREET, PICCADILLY, W.1
(and THE ESTATE OFFICE, HAYES, KENT).
Telephones REGENT 5215 (2 lines) and HURSTWAY 1051.

By Direction of W. E. AGG-LARGE, Esq.

THE REMAINING PORTIONS
of the
HAYES PLACE ESTATE,
HAYES, KENT,
comprising
"THE NEW INN,"

A LICENSED FREE HOUSE, immediately facing Hayes Station, with an old-established trade and scope for great increase consequent upon the imminent development of the whole estate.

"PICKHURST MEAD."

A MODERN RESIDENCE, in excellent condition, with VACANT POSSESSION, containing 15 bed rooms, three bath rooms, six reception rooms. Garage, two cottages, and about 13 acres of grounds.

VALUABLE BUILDING LAND,

suitable for the erection of private residences, shops, etc., possessing an extensive frontage, and a number of ATTRACTIVE COTTAGES IN THE VILLAGE, comprising good small residential properties, including first-class sites suitable for rebuilding in connection with the general scheme for development.—Messrs.

SUMMERSELL & WADSWORTH,

having disposed of the major portion of the estate, will OFFER the above by AUCTION (unless previously sold by private treaty), at

THE BELL HOTEL, BROMLEY,
On FRIDAY, the 29th MAY,
at 3 p.m. precisely.

Particulars, plans, and conditions of sale can be obtained from the Solicitors, Messrs. Kays & Jones, 37, Norfolk-street, Strand, W.C.2 (Telephone Temple Bar 4115, 2 lines); Messrs. W. H. Matthews & Co., Solicitors, Central House, Finsbury Square, E.C.2 (Telephone Metropolitan 0571); or of the Auctioneers' Offices, 11, Sackville-street, Piccadilly, W.1; and Estate Office, Hayes, Kent (Telephones Regent 5215, 2 lines, and Hurstway 1051).

CROYDON, SURREY.

WEATHERALL & GREEN,

in conjunction with H. WILLIAMS, HOLLIDAY and PARTNERS will SELL by AUCTION, at the London Auction Mart, 155, Queen Victoria-street, E.C., on TUESDAY, 9th JUNE, 1931, at 2.30, the superbly fitted FREEHOLD PROPERTY,

"KENDRA HALL," PAMPISFORD ROAD,

containing magnificent lounge hall, charming winter garden, drawing, dining and morning rooms and 11 bed and dressing rooms; large dairy; garage for three cars; gardener's and chauffeur's flats; small farmery, delightful garden, tennis and croquet lawns, kitchen garden, orchard, glasshouses, &c. Two acres of valuable Meadowland.

TOTAL AREA 8a, 1r. 7p.

Solicitors: Messrs. Kenneth, Brown, Baker, Baker, Essex House, Essex-street, Strand, W.C.2.

Particulars of the Auctioneers, 22, Chancery-lane, W.C.2, 49, Chancery-lane, W.C.2, and High-street, Croydon.

H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1,180, REVERSIONS, LIFE INTEREST POLICIES, &c.

At the LONDON AUCTION MART, 155, QUEEN VICTORIA STREET, E.C.4, on THURSDAY NEXT, 21st MAY, at 2.30, in lots.

ABSOLUTE REVERSION life 49, to one-quarter of £5,000. Solicitors, Messrs. Pearce-Jones & Co., 33, John-street, Bedford-row, W.C.1.

REVERSION life 48, contingent on reversioner 22 attaining age 25 to about £10,000.

ABSOLUTE REVERSION life 56, to about £1,100. Solicitors, Messrs. Linnus & Hortin, 5, Albemarle-street, W.1; Trustees, F. S. Salaman, Esq., F.C.A., 1-2, Bucklersbury, E.C.4, and Ernest James, Esq., F.C.A., St. Lawrence House, Trump-street, E.C.2.

ABSOLUTE REVERSION life 64, to one-quarter of Conversion Loan and Leasehold Property.

ABSOLUTE REVERSION life 75, to one-quarter of £11,500.

ABSOLUTE REVERSION life 69, to £1,740 European Gas Stock. Solicitors, Messrs. Lawrence, Graham & Co., 6, New-square, Lincoln's Inn, W.C.2.

ABSOLUTE REVERSION life 74, to £2,700; also Absolute Reversion lives 74 and 60 to £800. Solicitors, Messrs. Rooks, Wales, Godwin & Galsworthy, 16, King-street, E.C.2.

ABSOLUTE REVERSION life 72, to one-sixth of £72,000. Solicitors, Messrs. Pettifer & Pearkes, 21, College-hill, E.C.4.

ABSOLUTE REVERSION life 73, to one-half of £6,328 6s. 3d. Solicitors, Messrs. Ranken Ford & Chester, 4, South-square, Gray's Inn, W.C.1.

ABSOLUTE REVERSION life 27, to about £10,500. Solicitors, Messrs. Grover & Mills, 27, Queen Victoria-street, E.C.4.

ABSOLUTE REVERSION life 65, to one-eighth of £5,950. Solicitors, Messrs. Arnold, Son & Rose, 3, Waterloo-street, Birmingham.

ABSOLUTE REVERSION life 63, to five-twelfths of £9,152. Solicitors, Messrs. Leonard Gray & Co., 73, Duke-street, Chelmsford.

LIFE INTEREST of male 29 in £4,981 0s. 4d. 5 per cent. War Loan. Solicitors, Messrs. Forsyte & Kerman, 9, Carlos-place, W.1.

REVERSIONARY LIFE INTEREST of male 26 in about £10,000, also Contingent Reversion to the Capital. Solicitors, Messrs. Tarry, Sherlock & King, 17, Serjeants' Inn, E.C.4.

ENDOWMENT POLICIES for £1,250, with profits. Scottish Widows' Fund.

On THURSDAY, 28th May.

SLOANE-GARDENS.—No. 59. A substantial town house at corner of Lower Sloane-street, containing lounge hall, four reception, eight bed and dressing rooms, two bath rooms, and excellent tiled lined offices. Held for 42½ years at £50 per annum. Vacant possession. Solicitors, Messrs. Field, Roscoe & Co., 36, Lincoln's Inn-fields, W.C.2.

HATCH END.—Freehold residence "Landaras," Royston-grove, with 12½ acres, most of which is available for development. Solicitors, Messrs. Rawlinson & Son, 4, Broad-street-place, E.C.2.

PERIODICAL SALES.
ESTABLISHED 1843.

H. E. FOSTER & CRANFIELD

conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

BY ORDER OF TRUSTEES.

OXFORD STREET, W.

(close to)

Messrs. FAREBROTHER, ELLIS & Co.

acting in conjunction with

Messrs. PARSONS, SON & BASLEY

will SELL by AUCTION at the LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4, at 2.30 p.m., on

WEDNESDAY, 24th JUNE, 1931,

in Seven Lots

CAPITAL

LEASEHOLD INVESTMENTS

comprising
SHOP, FLATS and WORKSHOPS,
18, MORTIMER-STREET,
21 AND 22, NASSAU-STREET,
and
2, 2A, 3, 4, 5, 6, 7 and 8, UNION-MEWS,
producing
a Gross Rental of
PER £2,600 ANNUM
at moderate Head Rents.

Particulars, Plan and Conditions of the Solicitors:—Messrs. C. Burt Brill & Edwards, 46, Old Steine, Brighton; Messrs. Parsons, Son & Basley, Auctioneers and Surveyors, 147, North-street, Brighton; and at the Auctioneers' Offices: 29, Fleet-street, E.C.4, and 26, Dover-street, W.1.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers,
and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to
Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sale by Private Treaty.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5,
and 121, CHEAPSIDE, E.C.2.

'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lns.

HERRING, SON & DAW

Chartered Surveyors and Real Estate Investment Experts.

IMPORTANT AUCTION at the MART, 155, QUEEN VICTORIA STREET, E.C.4, on TUESDAY, JUNE 9th, 1931, at 2.30 o'clock precisely.

WITH POSSESSION.

"WHITE LODGE,"
209, BRIXTON HILL, S.W.2.

THE DETACHED DOUBLE-FRONTED
FREEHOLD RESIDENCE.

Containing eight bedrooms, two large reception rooms, good domestic offices.

Large garden. Detached garage with loft over.

Solicitor: James Young, Esq., 20, Elderton-road, Westcliff-on-Sea.

1, KILLIESER-AVENUE,
STREATHAM HILL, S.W.2.

CORNER RESIDENCE.

Seven bedrooms, three reception rooms, two bathrooms, good domestic offices.
Garage. Central Heating.

Lease 50 years. Ground rent £15.

Solicitor: F. B. Brook, Esq., B.A., LL.B., 6, South-square, Gray's-Inn, W.C.1.

18, ASTBURY-ROAD,
PECKHAM, S.E.15.

AN ATTRACTIVE FREEHOLD INVESTMENT

Let at £52 per annum.

Statutory tenancy. Landlord paying rates and taxes.

Solicitors: Messrs. Biddle & Co., 22, Aldermanbury, E.C.2.

FOR SALE PRIVATELY.

FREEHOLD GROUND RENTS.

A selection of this form of Investment secured upon varied classes of landed property.

Ground Rent p.a.	Property.	Date of Reversion.	Price.
£1,000	Riverside Commercial Building	2000	£23,000
£380	Suburban Residential Estate	2895	£7,600
£450	Main West-end Shop..	1978	£15,000
£13 13s.	Devon House and two acres of Gardens ..	1942	£1,600
£360	Suburban Residential Estate	2022	£7,000

A FREEHOLD INVESTMENT OF THE BEST TYPE.

No. 119, BUNHILL-ROW
(On the borders of the City of London)

THIS IMPORTANT
FREEHOLD PROPERTY,

Comprising basement, ground and four upper floors arranged in two blocks, both served with lift and central heating.

The building occupies a site area of about
SQUARE 8,700 FEET.

Let and producing an actual and estimated rental of
Per £5,000 Annum.

AN ATTRACTIVE FREEHOLD INVESTMENT

SPITALFIELDS.
Nos. 36 & 37
STEWARD-STREET, E.1.

THIS IMPOSING
FREEHOLD PROPERTY,

Comprising a substantial building, having basement, ground and three upper floors, served with electric automatic lift.

The building has a frontage of about 61ft., and a site area of about
SQUARE 3,840 FEET.

Let and producing an actual and estimated rental of
Per £1,750 Annum.

WITH VACANT POSSESSION.

SPITALFIELDS.
No. 11, BRUSHFIELD-STREET
AND
Nos. 30 & 31, DUKE-STREET, E.1
(Within a few yards of Spitalfields Market).

THESE IMPORTANT
FREEHOLD PREMISES,

Comprising basement, ground and three upper floors, having an area of about
SQUARE 14,200 FEET.

Suitable for offices, showrooms or warehouse.

Frontage 25 feet. Site area 3,580 square feet.

Solicitors: Wild, Collins & Crosse, Kennans House, Crown-court, Cheapside, E.C.2.

By Direction of the Executors of A. Carpmael deceased.

ARNDELL HOUSE,
BENHILL WOOD-RD., SUTTON.

FREEHOLD
RESIDENTIAL PROPERTY.
RIPE FOR DEVELOPMENT.

1¾ acres. Frontages to two made roads, 345 feet.

Nine bedrooms and dressing rooms, box room, bath room, three reception rooms, billiard room. Garage and outbuildings.

Solicitors: Messrs. Bristows, Cooke & Carpmael, 1, Copthall-buildings, E.C.2.

29, DREWSTEAD-ROAD,
STREATHAM HILL, S.W.16.

SEMI-DETACHED, FREEHOLD RESIDENCE.

Containing five bedrooms, two reception rooms, bath.

VACANT POSSESSION.

Solicitor: H. G. Restall, Esq., Salisbury House, London-wall, E.C.2.

151, TULSE HILL, S.W.2.

DETACHED, DOUBLE-FRONTED
FREEHOLD RESIDENCE.

Containing 14 bedrooms, bathroom, three reception rooms.

Garage for three cars. Extensive grounds.

Suitable for Nursing Home or Hostel.

Solicitors: Messrs. Tippetts, 11, Maiden-lane, E.C.4.

FOR SALE PRIVATELY.

To TRUSTEES, INSURANCE COMPANIES AND PRIVATE INVESTORS.

CITY OF LONDON
FREEHOLD GROUND RENT
OF
Per £6,250 Annum.

Well secured upon a substantial corner office building, modern in every respect and let to sound tenants.

Price and plan upon application.

HERRING, SON & DAW

100c, QUEEN VICTORIA STREET, E.C.4. (CITY 7068-9.) **1, BROADWAY, WESTMINSTER, S.W.1.** (VICTORIA 8425-6.) **312, BRIXTON HILL, S.W.2.** (STREATHAM 0130.)

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, May 16th, 1931